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A DECISION of KEKEWICH, J., last week in *Re Poole and Clarke's Contract*, to which a learned correspondent draws our attention, that on a sale of freeholds subject to restrictions the purchaser need not enter into any covenant to observe those restrictions, but only into a covenant of indemnity against them, reverses the practice laid down by conveyancing works of repute (see especially 1 Key & Elphinstone 437, 1 Prideaux 195, and 1 Davidson 563), and by writers of text-books (1 Dart 628-631). It seems also to be inconsistent with the only two reported cases bearing on the point (*Moxhay* v. *Inderwick*, 1847, 1 De G. & Sm. 708, and *Lukey* v. *Higgs*, 1855, 24 L. J. Ch. 495, 1 Jur. N. S. 200) both of which were, we understand, brought to the learned judge's attention. And it is contrary, as the learned judge himself stated, to the principles recognized in the case of sales of leaseholds and of equities of redemption. But we are informed that he held that to require a covenant to perform as well as to indemnify was unreasonable. Surely this gives too little weight to the argument that, unless a covenant to observe the conditions is given, the vendor will often have no effective remedy; for if the covenant is to be enforced by injunction, it must be more than a bare covenant to indemnify—which will often be worthless, and especially in the case of small plots on a building estate. This decision is one of great general importance, and will, we understand, be taken to the Court of Appeal.

IT IS stated that in the list of causes for trial in the King's Bench Division the number of actions for breach of promise of marriage is unusually small. Nearly twenty-five years have passed since the late Lord HERSCHELL (then Mr. HERSCHELL) induced the House of Commons to pass a resolution "that in the opinion of this House the action of breach of promise of marriage ought to be abolished except in cases where actual pecuniary loss has been incurred by reason of the promise, the damages being limited to such pecuniary loss." In the speech delivered by Mr. HERSCHELL in support of the resolution,

he contended with his usual vigour and clearness that the action was every day scandalously abused; that it was often brought merely for the purpose of extortion and the levying of blackmail, and that, even in cases where some sort of promise had been given, it was impossible for a man to obtain justice, for it was always difficult to get the facts fairly weighed by a jury. He denied that there was any real resemblance between a contract to marry and ordinary contracts, and urged that if one of the parties to a contract of marriage desired to be free, it was better in the interests of society that this freedom should be uncontrolled by the law. Was it desirable by force of law to drive people into a union when one was unwilling? It might be said that if the law were changed they would have many more instances of seduction under promise of marriage. This he doubted, and thought it worthy of consideration whether the change might not operate in the opposite direction. In the discussion which followed this speech, the present Lord Chancellor and Lord JAMES OF HEREFORD took part; the chief objection raised to the abolition of the action being that the liability to it acted as a deterrent, for no one who broke a promise of marriage could say that he was free from the expense and exposure of an action, and breaches of promise were thereby prevented. The fact that, notwithstanding the passing of this resolution, the right of action continues to exist goes to shew that, at any rate, opinion is divided upon the subject, and that the time has not come for a change in the law. A gradual decline in the sympathy with actions for breach of promise of marriage is probably a necessary introduction to any legislative measure for the abolition of these actions, which, so far as we can see, may continue for some years longer.

A VERY important point to brewers and other owners of licensed premises was decided by a Divisional Court this week in the case of *Tower Justices* v. *Chambers*. The licence-holder of a beerhouse, which had been continuously licensed since before 1869, was convicted of selling spirits without a licence in July last. He thereupon became disqualified to hold a licence, and the house was closed for some time. An application was then made by the owners of the house to licensing sessions in September for a grant of a licence to another man who was the real holder and occupier of the house. The application was, however, refused, though not on any one of the four grounds upon which an application for a beer licence can be refused in respect of such a house. On appeal to quarter sessions, it was held by the court that in the circumstances the licensing justices had no jurisdiction to refuse the application, and the house was accordingly re-opened. The High Court has now confirmed the decision of the court of quarter sessions. Section 7 of the Beerhouse Act, 1840, provides that every person who is convicted of selling spirits without a licence shall for ever be disqualified from selling beer by retail. There is, however, nothing in the Act which affects the premises. Section 15 of the Licensing Act, 1874, provides that where any licensed person is convicted of selling spirits without a licence, and so becomes disqualified to sell beer, the owners of the house may apply to a court of summary jurisdiction for authority to carry on the business on the premises till the next special sessions for licensing purposes. This clearly shews that the disqualification of the tenant is not to affect the house or injure the owners. The section further provides that at the next sessions an application may be made for a licence in respect of the premises on behalf of a new tenant or occupier. So that clearly it is expressly contemplated by the statute that a licence will be granted to such new tenant unless good reason to the contrary is shewn. Now, in the case of these "1869 beerhouses," as they are called, section 19 of the Wine and Beerhouse Act, 1869, provides that where the licence in respect of such a house is in force and has been renewed from time to time, whether held by the same person or not, it shall not be lawful for the justices to refuse an application "in respect of such house," except on one or more of the four grounds specified. Here there is nothing as to the person who may make the application; the application mentioned is one in respect of the house. It is not easy, therefore, to see how the High Court can be wrong, though leave to appeal has been given.

THE ADDRESS on International Arbitration recently delivered by the Attorney-General as his Rectorial Address to the University of Edinburgh, which has now been printed and of which we have received a copy, is worthy of attention as well for its style as its matter. Of its style it is enough to say here that the address shews Sir ROBERT FINLAY to be still a classical scholar who can put his points in a manner at once interesting and graceful. As to the matter, he came to the subject full of his experiences as counsel in the recent cases of the Venezuelan and Alaskan claims. International arbitration, as he points out, is no new idea. Indeed, the schemes of the present day, though it is to be hoped that they will have greater practical results, are not on the same grand scale as some which were current in the sixteenth and seventeenth centuries. The civilized world was then still familiar with the idea of an overlord whose decree could be binding on all nations—whether it was the mediæval representative of the Roman Emperor or the Pope—and it was thought feasible to suggest the establishment of an International Court, which should have an armed force at its disposal, and whose decrees should be enforced against recalcitrants. This forms no part of present-day aspirations. "In truth," says Sir ROBERT FINLAY, "an International Authority with power to enforce the decrees of the tribunal of arbitration is neither necessary nor desirable. . . . Submission must rest upon the free consent of the nations concerned." And he points out that the compulsory summoning before a court, which is the feature of ordinary judicial procedure, would arouse dangerous animosities if it were practised between nations. But while the great schemes of an earlier day resulted in nothing practical, the modern plan of voluntary reference to arbitration has already produced very satisfactory results. The *Alabama case* remains a conspicuous example of an award which one of the parties thought to be unfair—an opinion not altogether unsupported by results—being accepted and acted upon without demur, and experience shews that when once nations have submitted their case to arbitration, there is no difficulty about the award being carried into effect. The establishment of The Hague Tribunal has marked a great step in advance, and the object now should be to bring all international disputes within its scope. Sir ROBERT FINLAY is not unduly optimistic on this score. Some wars, he says, are inevitable. That may be so, or not, but as long as statesmen think so, and the people endorse the view, the statement is likely to be proved by the event. The principle of international arbitration will not be thoroughly established until the opinion prevails that every war is preventible. We are even now awaiting the issue of these two views as between Russia and Japan.

A CASE tried at the Ipswich Assizes last week related to a chapter in the law of libel which has not yet been fully explored. It was an action by the proprietor of the Bath Hotel, Felixstowe, against the proprietor of the *London Argus*, for a libel published in that newspaper. It was proved that on the 25th of July last, the front page of the newspaper in question contained a picture representing the new "Felix Hotel" at Felixstowe, and alongside, and in comparison with it, a small building which was not the Bath Hotel, and underneath the words, "Felixstowe from the Sea, shewing the new Felix Hotel with the Bath Hotel on the right, specially photographed for the *London Argus*." There was also an article about the new Felix Hotel, suggesting that Rip Van Winkle, if he returned to the place "with a memory of the simplicity of the ever delightful Bath Hotel, then only an old-fashioned hostelry, conducted on strictly English lines, would indeed think he was in another world; yet this is what the Felixstowe of to-day has to offer in the recently opened Felix Hotel—a mammoth hotel on the most up-to-date lines." The plaintiff contended that the picture and article would be taken to mean that the Felix Hotel was the only first-class hotel in Felixstowe, and that the Bath Hotel was by comparison small, insignificant, and out of date, and without the luxury and comfort the public would look for in a leading hotel. It remains to be said that there was not the slightest ground for imputing malice to the defendants, who in a subsequent number of the newspaper had inserted a handsome apology for any possible misunderstanding of the article. The

learned judge, GRANTHAM, J., in summing up the case to the jury, left to them the questions—first, did the picture and the words depreciate the Bath Hotel; secondly, if they did, had damage been caused to the plaintiffs? The jury found a verdict for the plaintiff, with £50 damages. It will be observed that the article in question reflected upon a thing, "The Bath Hotel," and not upon a person. The attack, if any, upon the Bath Hotel was not an indirect attack upon the proprietor with regard to his mode of conducting the business. To say that the wines provided at a particular hotel were adulterated would amount to a distinct charge of fraud against the proprietor. But the words simply contained a charge of inferiority against the hotel. The leading case upon the subject is *Western Counties Manure Co.* v. *Lawes* (L. R. 9 Ex. 218), where the defendant, having falsely, and without lawful occasion, published a statement disparaging the plaintiffs' goods, and special damage having resulted from the publication, it was held that the statement was actionable. We have read the judgment in this case with some care, having a distinct recollection of passages in guide books where the hotels in particular places are classified, and occasionally described, as being "unpretentious" or even "indifferent." Is it to be left to a jury to say whether these descriptions are untrue, and whether they have caused damage to the hotel-keepers? The foundation of the judgment in *Western Counties Manure Co.* v. *Lawes* appears to be, not merely that the words were untrue, but that they were written or spoken "without lawful cause," "without necessity." As to the meaning of these expressions there is little to guide us. If some periodical were to publish a series of articles upon the hotels and restaurants in different towns, would what was written be published "upon lawful occasion," or would it be actionable if damage resulted? What is the precise difference between "fair comment" causing damage and words not spoken upon lawful occasion? It must be remembered that a statement as to the inferiority of an article is often a mere statement of opinion.

A CASE just determined by the Court of Session has caused some anxiety in Scotland to the local authorities who have the care and management of highways and footways. It occasionally happens in towns, and often in suburbs, that the footway is at a higher level than the roadway used for carriage traffic. A footway of this description is generally provided with a railing, for it is easy to understand that a pedestrian, by slipping in frosty weather or being affected by sudden giddiness, might fall into the roadway and sustain injury. The plaintiff in the recent case, who was hurrying along a footpath in Glasgow which had no railing, and who did not know that this path was nearly six feet higher than the roadway, was injured by falling that height. He brought his action against the corporation, who contended that there was no obligation to fence the path; that the road was sufficiently lighted; and that the difference of level had existed during half a century. The jury having found a verdict for the plaintiff, with £50 damages, the corporation appealed, but it was held by the majority of the judges of the Court of Session that the verdict was right, for the duty of the defendants was the same as that of any person having the occupation and control of property, and that they were bound to take reasonable precautions for the safety of those who used it. Lord MCLAREN, who dissented from this decision, observed that there was no general rule that a pavement ought to be fenced whenever it was considerably above the level of a roadway, and that if there were such a rule, county councils would be threatened with bankruptcy. The English law appears to be more in accordance with public convenience. By the Public Health Act, 1855, s. 149, it is provided that the urban authority shall cause all streets being highways to be paved and repaired as occasion may require, and they may from time to time cause the soil of any such street to be raised, lowered or altered, as they may think fit, and may place and keep in repair fences and posts for the safety of foot passengers. It was held (on the construction of similar words in the Public Health Act, 1848) that the section only gives a discretionary power to the local authority to place and keep in repair fences, and does not impose upon them an absolute duty to do so. It is unnecessary to notice the further objection that, assuming that there was an omission to repair the highway, this was a mere nonfeasance for which the road authority was not liable.

IT IS provided by section 19 (1) of the Finance Act, 1896, that settlement estate duty leviable in respect of a legacy or other personal property settled by the will of the deceased shall (*unless the will contains an express provision to the contrary*) be payable out of the settled legacy or property. In *Re John King* (reported elsewhere), SWINFEN EADY, J., has had to decide whether a direction for the payment of "testamentary expenses" out of the general personal estate is such a direction as will exonerate a settled legacy from payment of settlement estate duty. It has been held that estate duty in respect of personal property is a testamentary expense (*Re Clemow*, 1900, 2 Ch. 182), but this was on the ground that the duty takes the place of probate duty, and that its payment is a condition precedent to the proving of the will. The same principle does not apply to estate duty payable in respect of real estate. The executors may pay it, but they are under no obligation to do so, and they are able to obtain probate without paying the duty. Hence estate duty on real estate does not rank as a testamentary expense: *Re Sharman* (1901, 2 Ch. 280). The question is whether settlement estate duty in respect of personal property is entitled to be ranked for this purpose as estate duty in respect of personal property. For some purposes settlement estate duty has been held to be included under "estate duty." In *Re Leveridge* (1901, 2 Ch. 830) a will by which property was settled contained a direction that the trustees should pay "estate duty" on all the real and personal estate devised and bequeathed out of the residuary personal estate. It was held that the phrase here included settlement estate duty, and it was pointed out that in the Finance Act, 1894, and also in ordinary parlance, the term is used of settlement estate duty as well as of ordinary estate duty. But in considering whether settlement estate duty falls under the head of testamentary expenses, it is necessary to try it by the test which has been applied to estate duty itself. Is it a payment which must be made by the executors as a condition of obtaining probate? Apparently not. The time when it is to be paid is defined by section 19 (2) of the Finance Act, 1896, and the executors have a period of six months from the death, or such further time as the commissioners allow. The payment is thus regarded as a matter distinct from the payment of estate duty on personal estate. It is not a condition precedent to probate, and hence it was held in *Re John King* that it was not included under the term "testamentary expenses."

WE HAD occasion some time ago to refer to the general impression that the high price of raw cotton, which has had a disastrous effect on the industries of Lancashire, is due to speculative dealings in "futures" on sales of cotton for future receipt or delivery. We cannot, therefore, be surprised to hear that there is a strong feeling in favour of a law to compel merchants to deliver possession of the cotton which they sell, and to acquire possession of it before they go through the form of selling it. As it is, the traffic in "futures" has become a traffic in differences, for the seller of a parcel of cotton for future delivery knows that it will be resold to a number of successive purchasers in the interval between the original purchase and the time fixed for delivery. The speculative purchaser or "bull" of cotton has under the present system great facilities for engrossing the supply of the commodity and creating an artificial scarcity which is calculated to prejudicially affect all transactions in the ordinary course of business. With regard to the suggested reform of the law, a blue book has been issued containing reports from the Government of Canada and His Majesty's representatives abroad on the legislative measures respecting gambling in options or future contracts as regards foodstuffs. It appears that there is no legislation affecting such gambling in the United States, France, Russia, Italy, Belgium, Switzerland, or other countries, and that in Belgium an attempt to legislate on the subject was unsuccessful owing to the difficulty of distinguishing between *bonâ fide* transactions and gambling, and the fear that legislation to prevent the latter would intolerably hamper legitimate business. This difficulty

will also, we believe, be found a serious obstacle to any change of the law in England. We are disposed to think that the remedy for the existing evil will be found, not in statutory law, but in the enterprize of those who suffer from the artificial scarcity of the commodity. It may be possible to immediately cheapen the cotton by putting the factories where it is worked up on short time, and at a later period to increase the supply by extending the area of cultivation.

THREE DECISIONS—*Clarke* v. *Army and Navy Co-operative Society* (C. A., 1903, 1 K. B. 155), *Wren* v. *Holt* (C. A., 1903, 1 K. B. 610), and *Priest* v. *Last* (C. A., 1903, 2 K. B. 148)—were during the last year given by the English courts on the effect of the Sale of Goods Act, 1893. That Act extends to Scotland, but the Act itself does not seem to have been much considered in the case of *Gordon* v. *McHardy* (41 Scot. L. Rep. 129). The action was for damages by the plaintiff for the death of his son, who was alleged to have died of ptomaine poisoning caused by eating tinned salmon supplied by the defendant, a retail grocer, which was alleged to be totally unfit for human food. It appeared that the tin containing the salmon had been bought by the plaintiff's wife at the defendant's shop, and it was contended that it was his duty to examine all the tins which he offered for sale to see that they were airtight and in order. The Second Division of the Court of Session held that the action was not relevant, the Lord Justice Clerk saying that there was no averment of knowledge, and that it did not appear how the defendant could have examined the tin, for it was not intended to be opened till after the sale. The learned judge added that a grocer who gets a quantity of tins of preserved goods and sells them to the public cannot be liable for the condition of the contents of the tins if he buys them from a dealer of repute. Lord YOUNG added that there was no duty on the grocer who sold the tin except that of satisfying himself that it was airtight, and it did not appear that he had neglected any precaution in this respect. The decision is of importance. We think that it might have been contended that the tin was purchased by description from a seller who dealt in goods of that description within the meaning of section 14, sub-section 2, of the Sale of Goods Act, 1893. In that case there would be an implied condition that the tinned salmon was of merchantable quality, and this condition was certainly not fulfilled. But, for reasons which we cannot at present appreciate, the section was not brought to the attention of the court.

The Whitaker Wright Case.

SELDOM has a great criminal trial had so startling an ending as that of WHITAKER WRIGHT. In view of the tragic death of the defendant it may be somewhat ungracious, and it is unnecessary, to dwell upon the personal aspect of the case. From a legal point of view, however, the case was important and noteworthy.

There were many counts in the indictment, framed upon sections 83 and 84 of the Larceny Act, 1861, and the defendant was found guilty upon all of them. Substantially, however, the prosecution might probably have rested on a very few counts under section 84. That section provides that whoever, being a director of a company, shall make, circulate, or publish any written statement or account which he shall know to be false in any material particular, with intent to deceive or defraud any shareholder or creditor of the company, or with intent to induce any person to become a shareholder therein, shall be guilty of a misdemeanour, and liable to a maximum punishment of seven years' penal servitude.

In support of the indictment it was proved that in two consecutive years the defendant was answerable for the publication of balance-sheets which contained statements giving an extremely false account of the pecuniary position of the company of which he was managing director. Once it was proved that these statements were false, and false to the knowledge of the defendant, it is hard to see how a conviction could be avoided. The guilty intent may almost be presumed from the proof of such facts. If a man deliberately publishes a false balance-sheet grossly misrepresenting the position of a company, it is hard to see how the intent can be innocent; it is necessarily a guilty intent.

Then the question arises, is it such a guilty intent as is mentioned in the statute. Now, the only persons interested in the balance sheet were the shareholders and the creditors. They were the only persons whose minds it was primarily intended to affect. Was it intended to affect their minds so as to deceive them or to defraud them? Some of the counts alleged an intent to deceive, others an intent to defraud. Is there any substantial difference between "deceive" and "defraud"? In *Reg.* v. *Birt* (63 J. P. 328), where the indictment was similar, RIDLEY, J., said he could not see any real difference between intent to deceive and intent to defraud; and he told the jury that they could find intent to defraud if they found there was the intent that the false statements should be acted on. In that case the jury found a verdict of guilty only upon the counts alleging an intent to deceive. It is to be noticed that in section 83 of the Larceny Act, which is aimed at destroying or falsifying the books of a company, the words are "intent to defraud" only—the word "deceive" does not appear. Therefore, it seems that the Legislature did recognize some difference between the words. It is submitted that "defraud" implies an intention to gain some unfair advantage for oneself at the expense of the person defrauded. "Deceive" is not necessarily so strong. There might be an intention to deceive shareholders by a false balance-sheet merely so as to induce them not to throw their shares on the market, as they might do if the truth were known, and so give time for a crisis in the affairs of the company to be successfully passed. This might reasonably be said not to to be an intent to defraud, although it is clearly an intent to deceive.

As the case against WHITAKER WRIGHT was presented to the jury, there was little difficulty in making the facts fit the words of the statute, and it is not, at first sight, easy now to understand the opinion of the Attorney-General that the existing law was inadequate to meet the defendant's case. The explanation, however, is probably that the Attorney-General had not the facts put before him that have been laid before the jury in the recent trial.

Estates *Pur Autre Vie.*

THE technicalities of the devolution of estates *pur autre vie* have been during almost the whole history of our real property law the subject of discussion and occasionally of legislation, but the interesting judgment of SWINFEN EADY, J., in *Re Inman* (51 W. R. 1888; 1903, 1 Ch. 241) shews that the possibilities of refinement are not yet exhausted.

When an estate was vested in A. for the life of B., and A. predeceased B., the old lawyers felt a difficulty about disposing of the estate during the residue of B.'s life. "Every one which hath an estate in any lands or tenements for term of his own or another man's life is called tenant of freehold, and none other of a lesser estate can have a freehold" (Lit., s. 57). Thus by LITTLETON'S time it was recognized that an estate *pur autre vie* was a freehold, and it might be supposed that, at any rate when it was specially limited to A. and his heirs, it would, upon the death of A., descend to his heirs. This result, however, the lawyers declined to recognize, and they introduced the curious doctrine that there was a vacancy in the title which could be filled by occupancy. If the heir was named in the grant, he had a prior claim as special occupant. If he was not named in the grant, then the title depended on whether or no there was an actual occupier under the tenant *pur autre vie* at the time of his death. If there was, the law cast the freehold upon such occupier; if there was not, it was open to any stranger to enter as general occupant, and to hold by the title of general occupancy for the remainder of the term: see Challis on Real Property (2nd ed.), p. 327.

That the heir, though mentioned in the grant, did not take by descent, was treated as established law by Lord KENYON, C.J., in *Doe* v. *Luxton* (6 T. R. 289). Estates *pur autre vie*, he said, "certainly are not estates of inheritance; they have been sometimes called, though improperly, descendible freeholds; strictly

speaking they are not descendible freeholds, because the heir-at-law does not take by descent." One result of this, and apparently the most important, was that the title of the heir as special occupant was distinct from that of the ancestor, and hence he was not liable for his ancestor's debts. A special occupancy might also be created in favour of heirs of a particular kind, as heirs of the body, but it follows from the treatment accorded to the heir general that such a special limitation did not create an ordinary estate tail. If the ancestor had not assigned the estate in his lifetime, then the heir of the body took as special occupant, but it was competent to the ancestor to bar this entail in his lifetime by an ordinary conveyance: *Doe* v. *Luxton* (*supra*). It should be noticed that the tenant *pur autre vie* had, as incident to his estate, the right to assign it *inter vivos*, and the estate of the assignee did not depend upon the continuance of the life of the assignor: *Utty Dale's case* (Cro. Eliz. 182, Co. Litt. 416). For this purpose it was not necessary that the limitation should be to A. *and his assigns* during the life of B. Thus an assignment *inter vivos* prevented any title arising by occupancy whether general or special.

The inconveniencies arising from title by occupancy led, as is well known, to the enacting of section 12 of the Statute of Frauds, by which an estate *pur autre vie* was made devisable. If it was not devised, and if it went to the heir as special occupant, he took it as assets by descent, and consequently it became chargeable in his hands with his ancestor's debts; if there was no special occupant, then the estate devolved upon the executors or administrators, and under the Statute of Frauds and the further provision of 14 Geo. 2, c. 20, s. 9, they were to apply and distribute it in the same manner as personal estate. These provisions have been repealed, but the substance of them is contained in sections 3 and 6 of the Wills Act, 1837. The result is that it is still permissible to limit an estate *pur autre vie* to heirs, whether general or special, and if this is done, and the grantee does not assign the estate in his lifetime or dispose of it by will, then the heir mentioned in the grant will be entitled to the estate as special occupant. But if no heir is mentioned in the grant, then the estate, if not disposed of by the grantee, will pass to his personal representative to be dealt with as personal estate: see *Re Sheppard* (1897, 2 Ch. 67).

Occasionally the question arises whether in granting a lease for lives the habendum should be to the lessee "his heirs and assigns," or to the lessee "his executors, administrators and assigns." The former limitation is permissible but inconvenient, as it is not desirable to introduce the possibility of a title by special occupancy. The latter limitation may be used as indicating the direction in which the estate is meant to go, though its legal effect is the same as a limitation to the lessee without the addition of any further words. It is possible that the express mention of the executor might give him a title as special occupant, but if so he would hold as executor for the benefit of the personal estate (*Ripley* v. *Waterworth*, 7 Ves. 425), and, having regard to the statutes, the question is of no practical importance. Where there is a limitation of an estate *pur autre vie* to trustees and their heirs in trust for A., without mention of the heirs of A., the fact that heirs of the trustees are named does not affect the devolution of A.'s beneficial estate. As to this estate there is no special occupant, and upon the death of A. it devolves upon his personal representatives: *Earl of Mount-Cashell* v. *More-Smyth* (1896, A. C. 158). Under the Land Transfer Act, 1897, the estate will in every case now devolve upon the personal representatives, but this will not prejudice any beneficial title by special occupancy.

But where an estate *pur autre vie* is limited to the grantee and his heirs, so that, in the case of the death of the grantee without having assigned or devised it, it will go to the heir as special occupant, the question may still arise, in the case of a devise, as to the nature of the interest taken by the devisee. It does not seem to be doubted that the grantee may himself devise it to a devisee "and his heirs," so that the word "heirs" will be taken as specifying again a special occupant, and upon the death of the devisee his heir will be entitled as such occupant. But supposing that, although the original grant was to A. and his heirs, A. devises the estate to C. simply, and C. dies intestate without having assigned it, in what direction is the estate to go? Is the heir of C. to gain any benefit from the mention of "heirs" in the original grant, so that he can himself claim as special occupant, or has the devise started an entirely new title, so that C.'s heir has no interest without being mentioned in the devise. Upon principle this latter view would seem to be correct. If A. had not devised the estate, his heir would have taken as special occupant, but he has exercised his statutory power of devising, and he has thereby put an end to the effect of the mention of "heirs." The estate now depends solely upon the terms of the devise, and the heir of the devisee must find his title as special occupant, if anywhere, in the devise. The contrary view, however, was very distinctly laid down by Lord St. Leonards, as Lord Chancellor of Ireland, in *Wall* v. *Byrne* (2 Jo. & L. 118), and he held that, where an estate had been limited to a man and his heirs, and was then devised in words which, though not mentioning heirs, would pass the "*quasi*-inheritance," the persons to take on the death would be the heirs and not the personal representatives. And a decision to the same effect was given by the Court of Appeal in Ireland in *Re King* (1899, 1 I. R. 30).

But it seems sufficiently clear that this view involves a misunderstanding as to the use of the word *quasi*-inheritance. "The testator," said Lord St. Leonards, "gives all his interest in the lands to his devisees, and both law and good sense require that they should take the same interest which he himself had." But, in point of fact, the testator had no descendible interest at all, and to give the devisee an estate which would pass to the heirs of the devisee without express mention of them would be to give him an estate greater than the testator had. The heir of the testator would have taken, but for the devise, as special occupant because he was mentioned in the grant. For the heir of the devisee to take as special occupant it is necessary that he shall have been mentioned somewhere, and this could only be in the devise. Hence, if the devise does not mention the heirs of the devisee, they have no title, and the estate will pass upon the intestacy of the devisee to his personal representatives. This reasoning is in accordance with the judgment of Parke, B., in *Doe* v. *Lewis* (9 M. & W. 662); and in *Re Inman* (*supra*) Swinfen Eady, J., decided, under such circumstances, in favour of the personal representative of the devisee. The result is that a different rule upon the point prevails in this country and in Ireland.

Reviews.

Winding-up.

The Winding Up of Companies and the Rules and Orders Relating Thereto. By F. Gore-Browne, M.A., K.C. Jordan & Sons (Limited).

This work is a very energetic and praiseworthy attempt to give the profession access to the procedure in winding-up as embodied in the consolidated rules recently issued. Those rules do not, we believe, make any considerable changes in practice, but they cannot be ignored, and in winding-up business it will be essential to refer to them instead of to the General Order of 1862—which has till now remained in force as to voluntary liquidations — the Winding-up Rules of 1890, and subsequent sets of rules. Within a remarkably short time of the publication of the rules, Mr. Gore-Browne and his publishers have succeeded in issuing the text of them with suitable annotations, and an introduction giving in detail the practice relating to winding-up. The desire has obviously been to make the work as practical as possible, and this is shewn, for instance, in the directions given at p. 20 as to the steps to be taken upon the presenting of a winding-up petition. An examination of the notes shews that care has been taken to collect all the relevant authorities, and in this respect the book will prove very useful for reference. It is clearly printed and conveniently arranged, and is provided with a copious index. The Companies (Winding-up) Act, 1890, is printed in full at the end of the work.

Books Received.

The Yearly County Court Practice, 1904: founded on Archbold's County Court Practice, and Pitt-Lewis' County Court Practice. By G. Pitt-Lewis, K.C., Recorder of Poole, Sir C. Arnold White, Chief Justice of Madras, and Archibald Read, B.A., Barrister-at-Law. Assisted by A. C. McBarnet, B.A., Barrister-at-Law. The

Chapter on Costs and the Precedents of Costs, by Mr. MORTEN TURNER, Registrar of the Watford County Court. Together with an Introductory Preface to the New Rules, by His Honour Judge WOODFALL, a Member of the Rule Committee. One Volume Edition. Butterworth & Co.; Shaw & Sons.

Company Precedents for Use in Relation to Companies subject to the Companies Acts, 1862 to 1900. Part II.—Winding-up Forms and Practice, arranged as follows: Compulsory Winding-up, Voluntary Winding-up, Winding-up under Supervision, Arrangements and Compromises, with Copious Notes and an Appendix containing Acts and Rules (including the Rules of December, 1903). Ninth Edition. By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

The Law of Education, comprising the Education Acts, 1870 to 1903, and other Enactments and Orders relating to the Powers and Duties of Local Education Authorities, together with a Comprehensive Introduction and Explanatory Notes. By WILLIAM H. DUMSDAY, Barrister-at-Law, and HARTLEY B. N. MOTHERSOLE, M.A., LL.M. (Cantab), Barrister-at-Law. Hadden, Best, & Co.

The Licensed Victuallers' Handy Guide to the Licensing Laws: being a Sketch of the History of, and Notes upon, the Licensing Laws, in particular the Licensing Act of 1902, with Practical Hints to Publicans. By HENRY MILES FINCH, M.A., LL.M., Barrister-at-Law. County Brewers' Gazette (Limited). Price 2s. 6d.

Registration Handbook: being a Practical Arrangement of the Land Transfer Acts of 1875 and 1897, and the Rules, Forms, Fees, and Orders thereunder; also Concise Instructions under the above Acts and the Transfer of Land Act, 1862, to which is added a Table shewing the Amount of Fees Payable (under Paragraphs A. B, and E of the Fee Order, 1903) on Dealings up to £6,000 in Value. By GEORGE ABBOTT, Chief Clerk, Land Registry; and GEORGE I. HOLT, Solicitor, Solicitor Clerk, Land Registry. Third Edition, The Solicitors' Law Stationery Society (Limited).

Correspondence.

The Business of the Court of Appeal.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I beg to enclose copy letter, dated 25th instant, received by me this morning in answer to my complaint as to the state of business in the Court of Appeal. I am very much surprised at the decision of the Council of the Law Society. As everyone knows, there are appeals still undecided which were entered as far back as last April.

Assuming the arrears at the commencement of this present Hilary Sittings were taken by the court at the rate of four appeals per day, and the court took such appeals on four days of the week, it would take something like sixty-four days before the last of such appeals could be heard. JNO. H. COOKE.

Winsford, Jan. 26.

The following is the letter referred to by our correspondent:

[COPY.]
Law Society's Hall, Chancery-lane, London, W.C.,
25th January, 1904.

Dear Sir,—The Council have carefully considered the suggestion contained in your letter of the 31st of October, and are of opinion that, whatever may have been the delays of the Court of Appeal in the past, the court, as at present constituted, is competent to deal with them, and is steadily reducing them.

The number of appeals to be dealt with at the commencement of Michaelmas Sittings has been as follows during the last three years:

1901	497
1902	402
1903	348

At the commencement of the present Hilary Sittings the number of appeals was 258.

In these circumstances the Council do not consider that the appointment of additional judges is either necessary or desirable.—Yours faithfully,

J. H. Cooke, Esq., Winsford. E. W. WILLIAMSON.

A Legal Temperance Society.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The committee of the Royal Courts of Justice and Legal Temperance Society will be glad if you will give them a small space in aid of their efforts to bring the society more widely to the knowledge of the profession.

Membership of the society is open to all connected with the profession. Total abstainers, abstainers between meals, and non-abstainers are admitted on an equal footing, because it is realized that if further progress towards the material reduction of intemperance is to be made, it must be by the active co-operation of all interested in that object in the promotion of measures which from their justice and wisdom may be approved of by the large majority of thoughtful men. And it is further realized that a strong Legal Temperance Society, working on such lines, would be a most powerful means of attaining that object.

The society seeks to effect its purpose by the dissemination of trustworthy information on the issues connected with temperance work, by the exercise of personal influence over those afflicted with intemperance, by the strong social power of an influential profession, and by the creation of a deeper sympathy with those suffering from their own intemperance or that of others.

Its work is capable of large development in all these branches, and the committee are therefore anxious that the society should be much more largely supported by the profession in order that the necessary development and consequent progress may ensue.

W. F. A. ARCHIBALD, Chairman of Committee.
R. E. ROSS, Hon. Sec.

Royal Courts of Justice, Jan. 22.

Cases of the Week.

Court of Appeal.

SNEADE *v.* **WOTHERTON BARYTES AND LEAD MINING CO. (LIM.).** No. 1. 25th Jan.

PRACTICE—REMITTED ACTION—ACTION OF CONTRACT—CLAIM EXCEEDING £100—AMENDMENT OF WRIT BY CLAIMING LESS THAN £100—JURISDICTION TO REMIT TO COUNTY COURT—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 65.

Appeal from an order of Bucknill, J., at chambers. The action was brought in the High Court, the writ of summons being endorsed with a claim for £138 for goods sold and delivered. The defendants pleaded (*inter alia*) the Statute of Limitations. The plaintiff applied for leave to amend the writ by abandoning all the items of claim except the last item for £24, and to have the action remitted to the county court for trial under section 65 of the County Courts Act, 1888. The master gave leave to amend the writ by claiming £24 only upon payment of all costs thrown away by the amendment, but refused to remit the action to the county court. The plaintiff appealed against the refusal to remit, and Bucknill, J., remitted the action to the county court. The defendants appealed, and contended that there was no jurisdiction to remit the action to the county court.

THE COURT (COLLINS, M.R., and ROMER, L.J.) dismissed the appeal.

COLLINS, M.R., said that it had been held in a series of cases that if the claim indorsed on the writ exceeded £100 a subsequent reduction of that amount by payment, an admitted set-off, or otherwise, to a sum not exceeding £100 would not give the court jurisdiction to remit the action to the county court. In the present case the application to remit was not based upon the ground that the claim was thus reduced after action brought. It was based upon the substitution of a claim for £24 instead of £138 in the indorsement on the writ. The writ as amended remained the writ in the action, the old claim being extinguished, and a new claim for £24 being substituted. The amended writ must be taken as originating an action for £24. That being so, the claim indorsed on the writ did not exceed £24, and there was jurisdiction to remit the action under section 65 of the County Courts Act, 1888.

ROMER, L.J., concurred.—COUNSEL, *Randolph; Disturnal* and *S. R. C. Bosanquet*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *J. P. Court*, Liverpool; *Wotenam & Smith*, for *G. H. Morgan*, Shrewsbury.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BEAUMONT *v.* **KAYE AND WIFE.** No. 1. 25th Jan.

HUSBAND AND WIFE—TORT COMMITTED BY WIFE—ACTION AGAINST HUSBAND AND WIFE—SEPARATE DEFENCES—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SECTION 2.

Appeal from an order of Bucknill, J., at chambers. The action was against husband and wife for libel. The statement of claim alleged that the wife wrote and published of and concerning the plaintiff the alleged libel. There was one statement of defence. In paragraph 1 the husband pleaded that so far as he was liable as the husband of the other defendant he paid into court £5 and said that the same was sufficient to satisfy the plaintiff's claim in the action. In paragraphs 2 to 5 the wife admitted that she wrote the words complained of, but denied that she published them. The plaintiff applied to the district registrar at Leeds to strike out paragraphs 2 to 5 of the statement of defence, on the ground that there could be only one defence, and that under ord. 22, r. 1, a defendant in an action of libel could not pay money into court with a denial of liability. The district registrar refused to strike out the paragraphs. On appeal Bucknill, J., held that this was a common law action of tort against husband and wife for the wife's tort, and that there could be only one defence, and he struck the paragraphs out. The defendants appealed.

THE COURT (COLLINS, M.R., and ROMER, L.J.) dismissed the appeal.

COLLINS, M.R., said that it was decided by the Divisional Court in *Seroka* v. *Kattenburg* (34 W. R. 542, 17 Q. B. D. 177) that the old common law action against husband and wife for the tort of the wife committed after marriage still remained, notwithstanding section 1, sub-section 2, of

the Married Women's Property Act, 1882, and that decision was approved by this court in *Earle* v. *Kingscote* (49 W. R. 3; 1900, 2 Ch. 585). Therefore the old common law action still existed. The statement of claim here was carefully framed so as to make this a common law action. It alleged a tort by the wife, and the husband and wife were joined as defendants. There was only one tort, and the defence was a payment into court by the husband who thus admitted liability. This was an admission on behalf of both husband and wife, and that admission was inconsistent with the other defence pleaded by the wife—namely, that she did not publish the libel. The wife's defence must therefore be struck out.

ROMER, L.J., concurred. This being a common law action there could be only one judgment against both husband and wife. The husband was entitled to say that there should be no judgment against him and his wife except upon the defence which he put in. If the present statement of defence were allowed to stand, the plaintiff might recover judgment against the husband and wife upon the husband's defence, and there might be an inconsistent judgment upon the wife's separate defence. There could therefore be only one defence.—COUNSEL, *J. A. Compston; T. P. Perks.* SOLICITORS, *Hamlins, Grammer, & Hamlin*, for *H. R. Cousins*, Leeds: *Chester, Broome, & Griffithes*, for *Craven & Clegg*, Leeds.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

PRICE & CO. *v.* UNION LIGHTERAGE CO. (LIM.). No. 1. 22nd Jan.

CARRIER—EXEMPTION—NEGLIGENCE—"LOSS OF GOODS WHICH CAN BE COVERED BY INSURANCE."

Appeal from the judgment of Walton, J. (reported in 50 W. R. 477; 1903, 1 K. B. 750). The plaintiffs claimed damages for the loss of a quantity of oil which was shipped at a jetty at Thames Haven, on the River Thames, in one of the defendants' barges, under a contract by which the defendants agreed to receive and lighter the oil for the plaintiffs to a place higher up the River Thames. The contract was not contained in any document, but it was admitted that by the course of dealing between the parties the lighterage was subject to the terms of a clause which was printed on the forms of stationery used by the defendants in their business, and which was as follows: "The rates charged by us are for conveyance only, and we will not be liable for any loss of or damage to goods which can be covered by insurance. The terms of the marine or other policy should stipulate that insurance is effected without recourse to lighterman. We will not be responsible for any consequences arising from strikes or other labour disturbances." The oil, which was not covered by insurance, was shipped on the barge, and owing to the negligence of the defendants' servants the barge sank at the jetty and the oil was lost. Walton, J., held that the loss was one which could have been covered by an ordinary marine policy on goods, but that if a carrier wished to exempt himself from liability for the negligence of himself or his servants he must do so in express, plain, and unambiguous terms. An exception in general words, not expressly relating to negligence, must be construed as limiting the liability of the carrier as an insurer of the goods, and not as relieving him from the duty of exercising reasonable skill and care. He therefore held that the defendants were liable. The defendants appealed.

THE COURT (Lord ALVERSTONE, C J., COLLINS, M.R., and ROMER, L J.) dismissed the appeal.

Lord ALVERSTONE, C.J., said that where an exemption clause in contracts of this class was capable of two constructions, one of which would exempt the carrier provided that there was no negligence on his part, and the other would exempt him even in the case of negligence, the rule was that he was not exempted for loss by negligence. Special words were required to exclude his liability for loss by negligence. In the present case it was quite possible to construe the clause as excluding every loss, because every loss could now be covered by insurance. The court, however, had always considered that the risks which were to be included in the words of exemption were risks which did not involve the negligence of the carrier. In other words, that the exemption could only apply where loss or damage arose from some cause independently of the carrier's negligence. The cases were collected in Carver on Carriage by Sea (3rd ed.), s. 105, instances of them being *Taylor* v. *Liverpool and Great Western Steamship Co.* (22 W. R. 752, L. R. 9 Q. B. 546), and *Sutton & Co.* v. *Ciceri & Co.* (15 App. Cas. 144, 38 W. R. Dig. 28). This was a case in which the words of exemption had received a business construction, and they were not explicit enough to relieve the carrier from liability for negligence.

COLLINS, M.R., and that he so entirely agreed with the judgment of Walton, J., that he could not add anything to it.

ROMER, L.J., concurred.—COUNSEL, *J. A. Hamilton*, K.C., and *Bailhache; Carver*, K.C., *Loshnis*, and *A. M. Talbot*. SOLICITORS, *J. A. & H. E. Farnfield; C. E. Harvey.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law]

Re **AN ARBITRATION BETWEEN GOUGH AND THE ASPATRIA, SILLOTH, AND DISTRICT JOINT WATER BOARD.** No. 1. 22nd Jan.

WATERWORKS—LANDS AND STREAMS COMPULSORILY TAKEN—COMPENSATION—NATURAL AND SPECIAL ADAPTABILITY OF THE LAND TO THE PURPOSE OF THE UNDERTAKING—RIGHT OF ARBITRATOR TO CONSIDER THIS FACT IN ASSESSING COMPENSATION—ASPATRIA, SILLOTH, AND DISTRICT WATER ACT, 1901 (1 ED. 7, C. LVII.), ss. 23, 24, 29, 30.

Appeal against a decision of Wright, J., upon an award stated by an umpire in the form of a special case. By the Aspatria, Silloth, and District Water Act, 1901, the Aspatria, Silloth, and District Water Board was constituted for the purpose of constructing the works and taking the waters by the said Act authorized, and for supplying water within the districts and parishes therein mentioned, and exercising the powers in the said Act contained. On the 14th of October, 1901, the water board served on Miss Gough a notice to treat for certain lands and water of which she was the owner in fee, for the purpose of making a reservoir. The notice then went on to state that the water board were willing to treat for the purchase of the lands and hereditaments and easements required to be purchased, and "for the taking of the said rivers, springs, streams, and waters, and the respective estates and interests in the same." The water board and the claimant having failed to agree as to the amount of compensation, arbitrators and an umpire were appointed, and at the request of the parties the umpire stated his award in the form of a special case. The umpire found (*inter alia*) that owing to the natural configuration of the lands in question they were peculiarly adaptable for the construction of a reservoir, and the questions for the opinion of the court were: (1) Whether in estimating the value of the lands and easements to be acquired by the water board for the proposed reservoirs, the natural and peculiar adaptability for the construction of a reservoir of the lands in question was or was not a fit and proper matter for the consideration as an element in the value thereof in the assessment of compensation. If the court should be of opinion that in estimating the value of the land and easements the nature and peculiar adaptability for the construction of a reservoir of the lands in question was not admissible, then the umpire reduced the amount of his award by the sum of £1,636. Wright, J., on this point held that the umpire was right, as in his opinion in assessing compensation it was permissible to take into consideration the fact that the land had peculiar natural advantages for the construction of a reservoir apart from any value created or enhanced by the scheme or Act for appropriating the water to a particular local authority, and that it was unnecessary to prove that the land could be similarly used by other specified local authorities.

THE COURT (Lord ALVERSTONE, C.J., COLLINS, M.R., and ROMER, L J.) affirmed the decision of Wright, J., holding that the answer to the first question was in the affirmative.—COUNSEL, *Balfour Browne*, K.C., and *Roskill*, K.C., for the water board; *Sir Ralph Littler*, K.C., and *W. G. Clay*, for the claimant. SOLICITORS, *T. R. Hargreaves*, for *F. Richardson*, Aspatria; *Metcalfe, Birkett, & Rowlatt*, for *Mounsey, Bowman, & Graham*, Carlisle.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **WOODS. GABELLINI *v.* WOODS.** Kekewich, J. 14th, 15th, and 19th Jan.

WILL—CONVERSION—POSTPONEMENT—TENANT FOR LIFE AND REMAINDERMAN—WASTING SECURITY—RATE OF INTEREST ALLOWED TO TENANT FOR LIFE.

Adjourned summons. A testator by his will devised and bequeathed his residuary real and personal estate to trustees upon trust as to one-third part for one of his daughters for life, and after her death for such daughter's children in the manner therein mentioned, and as to another third part for another of his daughters and her children in like manner. The will contained directions empowering the trustees to postpone the sale and conversion of any part of the testator's real and personal estate for as long a time as they might think fit. Part of the testator's property consisted of a colliery estate worked by lessees who paid certain rents and mining royalties. The trustees retained the property unsold, and as it was of a wasting nature they paid the two daughters respectively a proportion of their shares of the rents and royalties and invested the remainder of such rents and royalties to accumulate as capital money. The two daughters took out this summons for the determination of the question whether they were entitled to interest at the rate of 4 per cent. per annum on the estimated capital value as at the date of the death of the testator of the mining rents and royalties in question. The following cases were cited, viz. *Brown* v. *Gellatly* ((1867) 2 Ch. 751, 15 W. R. Dig. 105), *Meyer* v. *Simonsen* ((1852) 21 L. J. Ch. 678, 5 De G. & S. 723), *Wentworth* v. *Wentworth* (1900 A. C. 163, 48 W. R. Dig. 204), and *Re Lynch Blosse, Rickards* v. *Lynch Blosse* (W. N., 1899, p. 27).

KEKEWICH, J., said that the case of *Re Lynch Blosse* (*ubi supra*) was exactly in point; although there was no actual conversion, yet there was to be what is termed a notional conversion of the property at the testator's death, and the value was ascertained in that way. His lordship was of opinion that although there appeared to be no fixed modern rule as to the rate of interest allowed in such cases, 3 and not 4 per cent. was the proper rate, and directed that 3 per cent. interest on the value, when ascertained, should be paid to the tenants for life, and also that the residue of the surplus income should be invested, the income of such invested residue to be paid by way of further interest to the tenants for life and the capital to be appropriated as capital.—COUNSEL, *Whinney; Christopher James; O. L. Clare.* SOLICITORS, *Markby, Stewart, & Co.; Stibbard, Gibson, & Co.*, for *Gibson, Pybus, & Pybus*, Newcastle-on-Tyne.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re **KING. TRAVERS *v.* KELLY.** Swinfen Eady, J. 20th and 26th Jan.

WILLS—CONSTRUCTION—TESTAMENTARY EXPENSES—SETTLEMENT ESTATE DUTY—FINANCE ACT, 1896, s. 19, SUB-SECTION 1.

Originating summons. The testator, who died on the 26th of March, 1899, by his will dated the 11th of November, 1895, gave to each of two of his sons the sum of £12,000, free of all duties, and to his daughter the sum of £20,000, but directed that the executors and trustees of his will should retain the legacy to his daughter upon trust; he then *inter alia* directed his executors and trustees to sell and convert all his real and personal estate not otherwise disposed of, and out of the proceeds thereof to pay his funeral and testamentary

expenses, debts, legacies, and the legacy duty thereon, and to hold the residue of such residuary trust funds in trust for his said daughter and his two younger sons in equal shares. The summons was brought by the plaintiffs, who were executors and trustees of the will, for the determination of the question whether, upon the construction of the will, the settlement estate duty, payable on the settled legacy of £20,000 and on the settled share of the residuary estate, ought to be paid out of the testator's residuary estate or whether it should be paid out of the settled legacy and settled share of the residuary estate. It appeared that the plaintiffs had, pursuant to the provisions of the Finance Acts, 1894 to 1900, paid the settlement estate duty.

Jan. 26.—SWINFEN EADY, J., in giving judgment, said, after stating the material facts as above, that the daughter contended that the executors and trustees should pay the settlement estate duty upon her specific legacy and share of the residuary trust funds out of the residue, while the other residuary legatees contended that the duty must be borne by the settled property. His lordship further said that section 19, sub-section 1, of the Finance Act, 1896, provided that the settlement estate duty was to be paid out of the settled property unless the will contained an express provision to the contrary. The "free of all duties" did not apply to the daughter's legacy, but reliance had been placed upon the direction in the will to pay "testamentary expenses" out of residue, and it was urged that it had been decided that estate duty was included in a direction to pay testamentary expenses, and therefore that settlement estate duty, as a form of estate duty, was a testamentary expense. Estate duty, however, takes the place of probate duty, and its payment in respect of personal property is essential to obtaining probate, and, therefore, is as much a testamentary expense as any other payment necessarily incurred by executors for that purpose. But estate duty on real estate is not a testamentary expense, as the executors are not bound to pay it in order to obtain probate, neither is it necessary for that purpose to pay settlement estate duty, which is not analogous to probate duty. It had been said that there was no distinction between executorship expenses and testamentary expenses, the former being expenses incidental to the proper performance of the executor's duty in the same way as testamentary expenses are. An executor is accountable for the settlement estate duty and should see that it is paid before parting with the settled property, and he is also accountable for legacy duty on retaining a legacy or paying it, but he need pay neither before taking out probate, though he must pay estate duty on personal property before so doing. A direction to pay testamentary expenses could not possibly extend to legacy duty on legacies not expressed to be given free of that duty. It had been held that a direction to pay testamentary expenses, including all duties "payable by law," out of the testator's estate, did not include settlement estate duty, and that a direction to pay funeral and testamentary expenses out of residue did not include the settlement estate duty on contingent legacies that were to be treated as settled, but that such duty should be borne by the legatees. In his lordship's judgment a direction to pay testamentary expenses did not extend to settlement estate duty, and therefore the will contained no express provision within the meaning of sub-section 1 of section 19 of the Finance Act, 1896, and the duty must be borne by the settled property.—COUNSEL, *Stuart J. Bevan; George Lawrence; J. Relt.* SOLICITORS, *Sole, Turner, & Knight; Arthur H. King.*

[Reported by HENRY STEPHEN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

TOWER JUSTICES *v.* CHAMBERS AND OTHERS. Div. Court. 26th Jan.

LICENSING ACTS—SELLING SPIRITS WITHOUT A LICENCE—DISQUALIFICATION OF TENANT TO HOLD LICENCE—APPLICATION BY OWNER FOR LICENCE TO A FRESH TENANT TO CARRY ON BUSINESS—REFUSAL OF JUSTICES TO GRANT APPLICATION THOUGH THE HOUSE WAS LICENSED BEFORE 1869.

Appeal by the licensing justices for the Tower Division against a decision of the quarter sessions for the County of London overruling a refusal of the appellants to grant a licence to a protected beerhouse. The beerhouse in question was the "Coach and Horses," situate at 85, Back Church-lane, in the parish of St. George's-in-the-East, and was a protected one inasmuch as being licensed prior to May, 1869, it could under the Act of that year only have the licence refused on four specified grounds. In July of 1903 the tenant of the house was convicted of selling spirits without a licence, and became disqualified from holding a licence, and the house was thereupon closed. The Tower Justices having refused to grant a licence to a fresh tenant, the brewers appealed to quarter sessions. The quarter sessions allowed the appeal and granted a licence under which the premises were re-opened. The magistrates appealed and contended that as there had been a break in the continuity of the protected licence, which therefore had lapsed, their jurisdiction as the licensing justices was let in to refuse to grant a licence on grounds other than the four specified in section 8 of the Act of 1869.

Lord ALVERSTONE, C.J., in giving judgment, said that the appeal had not been fully argued for the respondents because the court thought that the case was covered by that of *Ex parte Flinn* (1899, 2 Q. B. 607). As they could not disturb the decision of quarter sessions without overruling the decision in *Flinn's case*, which they had no right to do, the appeal would be dismissed.

WILLS and KENNEDY, JJ., gave judgment to the same effect. The appeal was accordingly dismissed with costs, leave to appeal being granted.—COUNSEL, *Macmorran*, K.C., and *Muir; Foote*, K.C., and *Bruce Williamson*. SOLICITORS, *E. W. Beal; Maitland, Peckham, & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

BARRATT *v.* GREAT NORTHERN RAILWAY CO. Div. Court. 20th Jan.

RAILWAY—GOODS CONSIGNED AT LOWER RATE BY SHIPPERS UNDER TERMS GENERAL CONTRACT WITH RAILWAY COMPANY—GOODS LOST BY FIRE WHILE ON RAIL—SHIPPER'S RIGHT TO CONTRACT AS AGENT FOR OWNER OF GOODS—LIABILITY OF RAILWAY COMPANY—NO EVIDENCE OF WILFUL NEGLIGENCE—RAILWAY AND CANAL TRAFFIC ACT, 1854, s. 7.

This was an appeal by the defendant company against a verdict and judgment of the county court judge, tried at Bingham The plaintiff, a nurseryman, carrying on business at Radcliffe-on-Trent, sought to recover damages from the defendants for loss of certain plants and shrubs damaged by fire while being carried by the company. The plants were purchased in Belgium by the plaintiff, who consigned them to England by Wilson, Sons, & Co. (Limited), the shippers, who shipped them from Antwerp to Hull. The shippers consigned the shrubs from Hull to Radcliffe-on-Trent by the North-Eastern Railway Co. and the Great Northern Railway Co. at the lower rate at owner's risk in pursuance of a contract entered into by Messrs. Wilson with the North-Eastern Railway Co. on the 8th of January, 1895, whereby it was agreed that all goods to which the alternative rates applied delivered by Messrs. Wilson should be carried at the lower rate, in consideration for which Messrs. Wilson agreed to relieve the railway company and all companies and persons over whose lines the goods might pass from all liability for loss, damage, &c., except upon proof that the loss or damage arose from the wilful misconduct of the company's servants. While the shrubs were being carried by the defendants they were destroyed. At the trial the defendants pleaded that as the plaintiff had not proved that the loss arose from the negligence of their servants they were protected by the terms of the clause of the contract set out above, and there was accordingly no case to go to the jury. The judge, however, left the case to the jury, who found the defendants were negligent, and returned a verdict for the plaintiff with £40 damages. For the defendants it was contended that if there was no contract between the parties the defendants were not liable, and if there was, the contract was one to carry at owner's risk, and there being no finding that the loss was due to the wilful misconduct of any of the company's servants, the company was not liable. For the plaintiff it was argued that if there was no contract, and goods in the possession of a railway company were damaged by the negligence of the company's servants, they were liable in tort (*Foulkes* v. *Metropolitan Railway Co.*, 5 C. P. D. 157); that, even though there was a contract with the North-Eastern Railway, that did not preclude the plaintiff's right to sue the defendants; that the defendants could not plead a special contract in this case under section 7 of the Railway and Canal Traffic Act, 1854 (*Peek* v. *North Stafford Railway Co.*, 32 L. J. Q. B. 241); and that if the court decided against the plaintiff on the main issue there should be a new trial in order that the jury might be asked whether or not the defendants had been guilty of wilful misconduct.

WILLS, J., in giving judgment, said the case was of considerable importance. The question of wilful misconduct was not raised at the trial. If it had been, no doubt the jury would have answered that and any other similar question against the company. What this court had to decide was whether there was evidence of a contract between the plaintiff and the defendant company. The answer depended upon whether Messrs. Wilson were authorized by the plaintiff to enter into a contract to carry his (the plaintiff's) goods at owner's risk at a reduced rate. As to that he thought Messrs. Wilson were the plaintiff's agents to make such a contract. The other material question was whether the North-Eastern Railway Co. were agents for the defendants to enter into a contract to carry the plaintiff's goods at the reduced rates. The evidence here again was sufficient to shew the agency of the North-Eastern Railway Co. In his opinion also the requirements of section 7 of the Railway and Canal Traffic Act, 1854, were sufficiently complied with. The defendants were therefore entitled to judgment and the appeal must be allowed.

KENNEDY, J., gave judgment to the same effect. Appeal allowed with costs; leave to appeal granted.—COUNSEL, *Lush*, K.C. and *Dwyer; W. H. Stevenson*. SOLICITORS, *J. H. Lee & Watts* for *J. A. Simpson*, Nottingham; *R Hill Dawe*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

OLIVER AND ANOTHER *v.* CAMBERWELL BOROUGH COUNCIL. Div. Court. 19th Jan.

METROPOLIS—PUBLIC HEALTH—INTIMATION OF EXISTENCE OF NUISANCE—NOTICE TO ABATE—SEWER REPAIRED UNDER SUCH NOTICE—RIGHT OF OWNER TO RECOVER EXPENSES OF THE WORK—COMPULSORY NOTICE TO ABATE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), ss. 3, 4.

This was an appeal by the plaintiffs from the decision of Judge Emden, sitting at the Lambeth County Court, in favour of the defendant corporation. The plaintiffs in their action sought to recover from the defendants the sum of £17 in respect of the expenses they had incurred in doing certain work necessary to abate a nuisance in an alleged drain under their house in compliance with an intimation notice of the defendants under section 3 of the Public Health (London) Act, 1891. In carrying out the work the plaintiffs discovered that the alleged defective drain was a defective sewer repairable by the defendants. The plaintiffs, however, carried out the work without waiting for a statutory notice under section 4, and then sued the defendants for the recovery of the expenses on the ground that they were by the notice compelled by the local authority to execute works which the local authority were legally compellable to do. The notice was as follows: "The Vestry of Camberwell. Public Health (London) Act, 1891. Public Health Department, Vestry Hall, Camberwell, S.E. 18th March, 1903. Intimation. To the owner, 117,

High-street, Peckham. Take notice that I, the undersigned, having visited the above premises, find that the nuisances numbered 9, 12, 21, 38, and 40 in the schedule at the back hereof, which are liable to be dealt with summarily, exist thereon. I, therefore, now by this written intimation, make the existence of the said nuisances known to you, as being the person who is required to abate them, and I have to request that the same be abated within the period of seven days. At the end of this time I shall again visit the premises, and if the necessary works have not then been completed, the vestry, as the sanitary authority of the parish, will commence proceedings against you by the service of a statutory notice. (Signed) E. Home, the officer appointed by the vestry for the said parish to take proceedings under the above-named Act." The Public Health (London) Act, 1891, provides as follows: Section 3. "Information of a nuisance liable to be dealt with summarily under this Act in the district of a sanitary authority may be given to that authority by any person, and it shall be the duty of every officer of that authority and of every relieving officer, in accordance with the regulations of the authority having control over him, to give that information; and it shall be the duty of the said authority to make the said regulations, and also the duty of the sanitary authority to give such directions to their officers as will secure the existence of the nuisance being immediately brought to the notice of any person who may be required to abate it, and the officer shall do so by serving a written intimation." Section 4. "(1) On the receipt of any information respecting the existence of a nuisance liable to be dealt with summarily under this Act the sanitary authority shall, if satisfied of the existence of a nuisance, serve a notice on the person by whose act, default, or sufferance the nuisance arises or continues, or if such person cannot be found, on the occupier or owner of the premises on which the nuisance arises, requiring him to abate the same within the time specified in the notice, and to execute such works and do such things as may be necessary for that purpose, and, if the sanitary authority think it desirable (but not otherwise), specifying any works to be executed." The county court judge held that the notice being a mere intimation, and not a statutory notice as section 4 requires, gave the plaintiffs a chance of raising the question whether the work to be done was in respect of a drain or a sewer, and that being so, they were not under compulsion to do the work, and could not therefore recover the expenses they had incurred from the defendants.

THE COURT (WILLS and KENNEDY, JJ.) held, with reluctance, on the authority of the Court of Appeal in the case of *Thompson* v. *Hawes* (59 J. P. 580, not reported elsewhere), that they were bound to regard the notice as being only an intimation under section 3 and not a statutory notice under section 4, and therefore not a compulsory notice so as to enable the plaintiffs to recover their expenses. Appeal dismissed, with leave to appeal.—COUNSEL, *Naldrett; Courthope-Munroe.* SOLICITORS, *Mead & Sons; Marsden & Son.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

ASTON TUBE WORKS *v.* **DUMBELL.** Div. Court. 15th and 18th Jan.

PRACTICE—COUNTY COURT—COSTS—REMITTED ACTION—MONEY PAID INTO COURT—DEFENDANT SUCCESSFUL AS TO REMAINDER OF CLAIM—SCALE APPLICABLE—POWER OF JUDGE TO GIVE DEFENDANT COSTS—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 65.

This was an appeal from the county court judge at Wolverhampton, and raised an important question as to costs. The following are the facts of the case: The action was brought in the High Court by the plaintiff company to recover the sum of £71 for goods sold and delivered. An order was made that as regard £23 18s. 10d. of that amount judgment should be entered for the plaintiff company unless that sum was paid into court and as to the remainder unconditional leave to defend was given. The defendant paid that sum into court and the action was then remitted to the county court. The defendants gave notice that they did not defend the action as regards the sum paid into court. At the trial the defendants succeeded, as regards the remainder of the claim, and judgment was entered for them with costs, which were taxed by the registrar under Scale C. The plaintiffs appealed to the county court judge, who held that the defendants were entitled to costs, but that the sum of £23 odd, the amount which the plaintiffs had recovered in the action, and on which they were entitled to costs down to the time of payment into court, must be deducted from the amount at issue, bringing it under £50, and that therefore the defendants were only entitled to have the costs taxed under Scale B. The defendants appealed against this decision, and the plaintiffs gave notice of a cross-appeal on the ground that the defendants were not entitled to any costs as the proceedings were one action, on which the plaintiffs had succeeded. It was contended in support of the defendants' appeal that as the whole claim had originally been for over £50, the costs were properly taxed by the registrar under Scale B. On behalf of the plaintiffs it was contended that having succeeded as to the £23, they were entitled to their costs, as the whole proceedings formed one action, and costs must follow the event. There was no provision in the County Court Rules, by which the defendants could recover any costs. Counsel cited *White* v. *Headland* (47 W. R. 273; 1899, 1 Q. B. 307), *Wright* v. *Ball* (1900, 2 Q. B 124), *Andrews* v. *Grove* (50 W. R. 524; 1902, 1 K. B. 625). *Cur. adv. vult.*

Jan. 18.—THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) allowed the defendants' appeal, and dismissed the cross-appeal.

Lord ALVERSTONE, C.J.—Two important points are raised in this case. The first is whether the defendants, who have succeeded in the action except as regards the £23, are entitled to have their costs taxed under Scale C. I agree that the decisions cited before us shew that the proceedings in this case are one action. A proper appreciation of the principles laid down in *White* v. *Headland* shew that this action is an action for over £50, and if the result had been in the plaintiffs' favour it could not have been contended that they would not have been entitled to have had their costs taxed under Scale C. Then ord. 53, r. 18, says: "Where the costs of a defendant are being taxed, the word 'recovered' wherever it occurs in the scale shall be deemed to be "claimed." If you add to that the decision in *White* v. *Headland*, the result is that the costs are to be taxed on the scale which applies to the original claim. I am therefore of opinion the defendants must succeed in their appeal. On the cross-appeal it is said that as the plaintiffs have succeeded as to part of their claim, the action being one action, the defendants are not entitled to any part of their costs. That argument rests upon a *dictum* of Ridley, J., in *Wright* v. *Ball*, that the discretion of the county court judge is, by section 113 of the County Court Act, limited to costs not therein provided for, and that therefore the power of the judge to deal with costs is narrowed to such matters as are not provided for by the general scheme of the Act. I do not agree with that *dictum*, nor do I think the words in section 113 have the meaning attributed to them by the learned judge. The passage was not necessary for the decision of the case, and I do not think we are bound by it. If the present case had been begun in the county court the judge would have had a discretion as to costs, and, in my opinion, the action is subject to the same rules as if it had been begun there.—COUNSEL, *Disturnal; McCardie.* SOLICITORS, *Christopher & Rowley* for *Hunt & Skidmore*, Wolverhampton; *A. H. Arnold & Son*, for *Buller & Cross*, Birmingham.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **A DEBTOR.** Wright and Ridley, JJ. 25th Jan.

BANKRUPTCY—ACT OF BANKRUPTCY—BANKRUPTCY NOTICE—STAY OF EXECUTION—JUDGMENT SUMMONS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (G)—DEBTORS ACT, 1869, s. 5.

Appeal from a decision of the registrar of the county court at Leeds refusing to make a receiving order. Upon the 21st of September, 1903, the Leeds Patent Brick Co. obtained judgment in the High Court against the debtor for £43, and upon the 2nd of October they caused a judgment summons to be served upon the debtor returnable in the county court on the 2nd of November. On the 17th of October they served a bankruptcy notice on the debtor in respect of the same judgment, with which he failed to comply, thus committing an act of bankruptcy which was complete on the 25th of October. On the 2nd of November the judgment summons came on for hearing, when the company obtained an order for payment of the judgment debt by instalments. On the 3rd of November another creditor, the Rock Red Brick Co., presented a petition against the debtor relying upon the act of bankruptcy completed on the 25th of October by non-compliance with the bankruptcy notice served by the Leeds Patent Brick Co. on the 17th of October. The petition came on for hearing upon the 27th of November, when the registrar refused to make a receiving order on the ground that so long as the order for payment by instalments stood no other proceedings based upon the same judgment could be taken: *Jones* v. *Jenner* (25 L. J. Ex. 319), *Montgomery & Co.* v. *De Bulmes* (47 W. R. 22; 1898, 2 Q. B. 420). The petitioning creditors appealed, and it was contended for the debtor (in addition to the grounds taken by the registrar) that the taking out of a judgment summons operated as a stay of execution and disentitled the judgment creditor from issuing a bankruptcy notice, that the notice, therefore, had been invalid and no act of bankruptcy had been committed.

THE COURT (WRIGHT and RIDLEY, JJ.) allowed the appeal, holding that the decisions relied upon by the registrar had no application to the present case, and also that the issue and service of a judgment summons did not operate as a stay of execution so as to invalidate the bankruptcy notice. There being, therefore, a completed act of bankruptcy available to any creditor before the order on the judgment summons had been pronounced, a receiving order ought to have been made. Leave to appeal was granted.—COUNSEL, *Ringwood; Hansell.* SOLICITORS, *Barton & Pearman*, for *Scatcherd, Hopkins, & Middlebrooks*, Leeds; *Walter & E. H. Foster*, Leeds.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

This week, says the *Daily Telegraph*, Mr. John Lake Wheatley completed his quarter of a century as town clerk of Cardiff, and was presented with a handsome testimonial by the officials of the corporation. Since Mr. Wheatley went there, from Salford, on the 21st of January, 1879, he has seen Cardiff grow at a more rapid rate than perhaps any other provincial town in the kingdom, and has materially assisted in its industrial and commercial development. Probably the most important work upon which Mr. Wheatley was engaged was the acquisition of the old water company, at a cost of £320,000 odd, and the establishment of the great water system in Taff Vawr Valley, in which £1,750,000 capital is involved. In return for this Cardiff boasts one of the best supplies in the kingdom. Mr. Wheatley successfully engineered the corporation's electric lighting order, which resulted in an expenditure of £162,000, as a result of which the revenue derived for the year ending March last amounted to £21,000, £2,000 odd going to the relief of the rates. The town clerk's department also underwent a heavy strain in the negotiations which subsequently ended in the surrender of the Cardiff tramways to the corporation and their conversion to electric traction, at a capital expenditure of £655,000. Mr Wheatley was the leading instrument in getting Cardiff chosen as the site for the University College of South Wales and Monmouthshire, towards which a contribution of £10,000 was given.

Law Societies.

The Law Society.

NEW MEMBERS.

Aldred, John Alexander, 57, Moorgate-street, E.C., proposed by J. Bartlett.
Ashbridge, John Prentice, 98, Whitechapel-road, E., proposed by J. Ashbridge.
Atkins, Arthur Shirley, Nuneaton, proposed by J. E. Gray Hill.
Bingham, Joseph, Sheffield, proposed by A. Wightman.
Cartwright, Edward, Bristol, proposed by F. F. Cartwright.
Cartwright, Thomas, Bristol, proposed by F. F. Cartwright.
Carver, Frank, 27, Regent-street, S.W., proposed by F. D. Williams.
Cash, Albert James, Burton-on-Trent, proposed by F. E. Leech.
Child, Charles John Mead, 42, Sloane-street, S.W., proposed by H. J. Mead.
Cohn, Edgar Benjamin, 21, Grosvenor-place, S.W., and Shepperton, proposed by J. S. Rubinstein.
Cook, Benjamin Mason, 39, Arlingford-road, Tulse Hill, proposed by R. W. B. Buckland.
Cran, Cosmo James Rose, 5, King's Bench-walk, E.C., proposed by G. R. Cran.
Creswick, Francis Nathaniel, Sheffield, proposed by A. Wightman.
Davies, Joseph, Aberystwyth, proposed by T. Marshall.
Edwards, Charles, Lennox House, Norfolk-street, W.C., proposed by G. F. Jones.
Fernell, Henry George Tudor, Sheffield, proposed by A. Wightman.
Ferris, Alfred Edward, 17, Eastbourne-terrace, W., proposed by W. H. Foster.
Findlay, Alexander Wynand, 142, Holborn-bars, W.C., proposed by W. Gamble.
Flude, Harry, Leicester, proposed by T. Meares.
Forwood, William Miles Moss, Liverpool, proposed by J. W. Williams.
Fox, Philip Henry, 36, Lincoln's-inn-fields, and St. Bees, Cumberland, proposed by F. W. Emery.
Freer, William, 5, Quality-court, W.C., proposed by J. T. Freer.
Fry, George Charles Lovell, 9 and 10, Fenchurch-street, E.C., proposed by J. E. Gray Hill.
Glossop, William, Chesterfield and Sheffield, proposed by A. Wightman.
Harding, Laurance, 48, Lincoln's-inn-fields, W.C., proposed by R. T. Harding.
Hart, William Edward, Sheffield, proposed by A. Wightman.
Hill, Frederick William, 134, Fenchurch-street, E.C., proposed by H. Denison.
Howe, William John Bloomfield, 22, Chancery-lane, W.C., proposed by A. W. Rake.
Jobson, John Oswald, 57, Lincoln's-inn-fields, W.C., proposed by J. Jobson.
Kingsford, Julius, Ashford, Kent, proposed by F. T. Dorman.
Lambert, Arthur Elliott, 40, Chancery-lane, W.C., and Tooting, S.W., proposed by L. O. Eagleton.
Leggatt, Arthur, 5, Raymond-buildings, W.C., proposed by J. S. Rubinstein.
Levick, Guy Hamilton Tudway, Bristol, proposed by F. Sturge.
Marshall, Harold, Halifax, proposed by C. Breach.
Martin, Herbert James, 29, Queen-street, E.C., proposed by H. J. Nicholson.
Miller, Harry Risch, 9, Great St. Helen's, E.C., proposed by J. E. Gray Hill.
Muggeridge, Gordon Denne, 5, Southwark Bridge-road, S.E., proposed by H. A. Block.
Palmer, Joseph Walter, 142, Holborn-bars, E.C., proposed by W. A. Gamble.
Percival, William Howes, Towcester, proposed by T. M. Percival.
Poyser, Charles Langford, 5, John-street, Bedford-row, W.C., proposed by E. S. Courroux.
Prideaux, Robert Flemyng, Rochester, proposed by F. A. Stigant.
Samuel, Frank Victor, 16, Great Winchester-street, E.C., proposed by A. Crossman.
Sayer, Henry, Sheffield, proposed by A. Wightman.
Smith, Cecil Plumbe, Chester, proposed by R. Farmer.
Stabler, James William, Sheffield, proposed by A. Wightman.
Tatton, Ernest John, 118, Kensington High-street, and 21, Royal-crescent, W., proposed by J. S. Gaskell.
Turner, Robert Reginald Johnston, 101, Leadenhall-street, E.C., proposed by H. J. Johnston.
Wake, Philip Kenyon, Sheffield, proposed by A. Wightman.
Wallis-Jones, William James, Pencader, South Wales, proposed by T. Smith.
Weller, William George, Bromley, Kent, proposed by A. E. Willett.
Whitfield, Lewis Lincoln, 1, Great Winchester-street, E.C., proposed by C. D. Woolley.
Wilkin, Henry Eugene, 140, Ebury-street, S.W., proposed by G. Slade.
Willoughby, Rowland Moffatt Perowne, 8, Leinster-gardens, W., proposed by T. L. Coltman.
Wright, Douglas Frederick Collier, 14, Northumberland-place, W., and Guildford, proposed by St. J. B. Roscoe.
Youatt, Edgar, Manchester, proposed by W. B. Smith.

United Law Society.

Jan. 25.—Mr. J. F. W. Galbraith presided.—The minutes of the previous meeting having been read and confirmed, Mr. C. H. Smith moved: "That this house disapproves of the appointment of the Tariff Reform League Commission." Mr. J. B. Matthews opposed. The speakers were Messrs. J. W. Weigall, C. Kains-Jackson, R. H. Martin, F. O. Clutton, J. F. W. Galbraith, and J. Wylie. The motion was lost by five votes to three.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on Tuesday:

LINCOLN'S-INN.—P. M. P. Percival, Ch. Ch., Oxford; T. S. Stephens, Owens Coll., Manchester; T. Easthan, Victoria Univ., Manchester, M.B.; G. W. Garraway, London Univ.; L. L'H. Ogier, Jesus Coll., Oxford; Autar Singh; E. W. Ridges, Jesus Coll., Camb.; H. A. A. Nicholls; Pandit Govind Sahai Sharma; Gullam Husein Rahimtula Khairas, A.M., Dharamsi Scholar, Bombay Univ.; J. R. Lort Williams, London Univ.; G. C. Rankin, M.A., Edin. and Trin. Coll., Camb., B.A.; C. J. S. Macaze-Finnie, Dublin Univ., B.A.; J. V. Rees-Roberts, M.D., M.S., D.Sc. (Edin.), D. P. H. (Camb.); J. V. Drew; R. W. Baxter, and Harnam Das, Punjab Univ., B.A.

INNER TEMPLE.—R. Burrows, Camb., and LL.D., Lond., holder of a studentship and Barstow Law Scholarship, awarded Trinity Term, 1903, and a special prize in constitutional law and legal history, awarded Easter Term, 1902; J. Chadwick, B.A., LL.B., certificate of honour, Hilary Term, 1904; G. F. Spear, B.A., LL.B., Camb., certificate of honour, Trinity Term, 1903; J. H. Whitworth, B.A., Oxford, certificate of honour, Hilary Term, 1903; C. F. Roundell, B.A., Oxford; C. M. Firth, B.A., Oxford; H. K. Nisbet, B.A., Oxford; A. W. T. Channell, Camb.; J. T. Colledge, B.A., Oxford; G. E. Greene, B.A. Camb.; E. P. Thursfield, B.A., Oxford; J. C. C. Gatley, B.A., Oxford; W. T. Porter, B.A., Camb.; F. Swann, B.A., B.Sc., Lond; A. A. R. Hathorn, B.A., Camb.; J. H. Helm, B.A., Camb.; P. S. Kershaw, Oxford; C. J. Salkeld Green, B.A., Oxford; B. R. M. Darwin, M.A., LL.B., Camb.; A. W. R. Roberts, B.A., Camb.; and A. P. Savúndranâyagam, B.A., Lond.

MIDDLE TEMPLE.—P. W. Pegg, certificate of honour, C.L.E., Michaelmas, 1903; A. Taffs; D. G. Sutherland, M.B., M.C., B.Sc. (Public Health), Edin., B.A. (Research), St. John's Coll., Camb.; S. H. Lamb; X. R. Meyer; Syed Mohammed Sheriff, B.A., Camb.; Sheikh Aijaz Hasain; W. Price, Campbell Foster Prizeman, 1902; E. C. Fulton, B.A., Christ's Coll., Camb.; E. Dunbar; J. H. C. Sproule; W. H. Moonan; Kizhakepat Sankara Menon, B.A., Presidency Coll., Madras; S. H. Jenks; Syed Ali Azhar; Shamrao Sakharam Patker, B.A., Univ. of Bombay; L. Lewis, M.D., medallist in clinical medicine; and W. C. J. Shortt.

GRAY'S-INN.—A. Andrewes-Uthwatt, Inns of Court studentship, Hilary, 1904, prizeman in evidence, procedure and criminal law, Michaelmas, 1902, Arden Scholar, Gray's-inn, 1904, B.A., Melbourne Univ., B.C.L., Ball. Coll., Oxford; E. D. Fear, B.A., Lond., Government inspector of schools; Pandit Lakshmi Chand Sharma; Sarat Sasi Mukerji; Rajkumar Chatterjee, B.A., Calcutta Univ.; Kaikobad Bhicaji Dastur, B.A., LL.B., Bombay Univ.; and A. H. Marshall.

Obituary.

Mr. H. P. Markham.

Mr. Henry Philip Markham, clerk of the peace and clerk of the lieutenancy of Northamptonshire, and clerk of the county council, died on Sunday last at the age of 87. Mr. Markham was admitted in 1839, and succeeded his father as clerk of the peace for Northamptonshire in 1846. He is believed to have been the oldest clerk of the peace in England. On the passing of the Local Government Act, 1888, the quarter sessions accorded him their thanks for his long and valuable services, and in 1897 a portrait of himself, subscribed for by magistrates and others, was presented to him. He was for many years a member of the Northampton Town Council, and in 1861 he was mayor of the borough. In 1888 he was appointed clerk to the Northamptonshire County Council, and for eighteen years he was secretary of the Society of Chairmen of Quarter Sessions.

In the City of London Court, on Friday in last week, says the *Times*, Mr. Edward Stimson, auctioneer, 8, Moorgate-street, E.C., claimed £28 8s. against Mr. Walter J. Tanner, solicitor, for putting certain property at Stepney up for sale by auction. The plaintiff said he was asked by the defendant to offer some house property for sale. The reserve price was fixed at £3,400 and the property did not sell. It had been arranged by the defendant what the terms were to be. It was untrue that he was to look to the defendant's client for his charges. Counsel for Mr. Tanner said there was no previous instance of an auctioneer's trying to make a solicitor liable personally for the client's obligations. The plaintiff must look to the owner of the property, who, however, had recently gone bankrupt. Judge Rentoul, K.C., said on the facts he must find for the defendant, with costs, as he thought the law on the subject was against the plaintiff. Solicitors were only agents for their clients, and personal liability could not be inferred.

Legal News.

Appointments.

Mr. F. H. Gardner Tyndall, solicitor, Birmingham, has been appointed a Commissioner of the Supreme Court of the Colony of New South Wales.

Mr. Edward John Stannard, solicitor, of the firm of Robinson & Stannard, of 19, Eastcheap, E.C., has been appointed a Commissioner for the Supreme Courts of Victoria, New South Wales, Tasmania, and New Zealand, to Take, Receive, and Acknowledge Affidavits and Documents concerning any matters within the jurisdiction of the said courts.

Mr. Christopher T. Rhodes, solicitor, Halifax, has been appointed a Commissioner to Take Affidavits and Declarations for use in the Bengal High Court of Judicature, and also to take Acknowledgments of Married Women in all parts of England in respect of property in India.

Mr. W. F. Ashby Fletcher, solicitor, of the firm of Hooper & Fletcher, of Biggleswade, has been appointed Registrar and High Bailiff of the Biggleswade (Beds.) County Court, in the place of Mr. Thomas J. Hooper, who has resigned the office through ill-health after holding it for forty-eight years. Mr. Fletcher was admitted in 1897.

Changes in Partnerships.

Dissolutions.

Arthur Browne and Robert Crompton, solicitors (Arthur Browne & Crompton), Warrington. Dec. 31.

[*Gazette*, Jan. 22.

Herbert William Stanbury and Lucas Eustace Rumsey, solicitors (Stanbury & Rumsey), Bournemouth. Dec. 9.

[*Gazette*, Jan. 26.

General.

It is understood that Lord Justice Mathew, who had been suffering from a severe cold, has recovered, and will return to the Court of Appeal in the course of a few days.

On Tuesday, being the grand day in Hilary term, the Prince of Wales, Treasurer of Lincoln's-inn, presided at the dinner, and subsequently called to the bar several students.

The Royal Courts of Justice and Legal Temperance Society, which embraces among its members total abstainers and non-abstainers, holds its meeting on the 4th of February, when Lord Alverstone is to take the chair and the Archbishop of Canterbury is to speak.

Sir Francis J. S. Hopwood, K.C.B., C.M.G., Permanent Secretary to the Board of Trade, will be the guest of the evening at a house dinner and smoking concert of the Municipal and County Club, to be held on Monday, the 8th of February, at 7.30 p.m. Mr. Laurence Gomme, F.S.A., Clerk to the London County Council, will preside.

At the Denbighshire Assizes this week David Jones, solicitor, Llanrwst, pleaded guilty to misappropriating nearly £10,000 while acting as trustee of the late David Hughes, Llanrwst. According to the evidence Jones appropriated the money to meet Stock Exchange losses. He was sentenced to penal servitude for four and a-half years.

Sir George Lewis, in an article on "Twenty Years of City Law," which he has contributed to the anniversary number of the *Financial News*, says: "Considering the opportunities for unfair dealings and the temptations with which they are beset, solicitors, as a whole, are, I consider, a most honourable body of men, who deservedly rank high among the professional classes of this country."

On Judge Emden taking his seat at the Lambeth County Court on Tuesday Mr. Adam Walker, speaking as the senior barrister present, said he desired to express, on behalf of himself and the members of the bar in court, the satisfaction they had always experienced in appearing before his honour, and their gratitude for the courtesy they had received from him. His honour, who was deeply affected, briefly returned thanks.

The legal members of the House of Lords, says the *Daily Telegraph*, who are still enjoying their Christmas Vacation, have an enormous list of appeals to deal with during the coming session. The total—forty-seven—is an unprecedented number, and it will only be by unremitting energy and application that the Lord Chancellor and his colleagues can dispose of them before the Long Vacation. None but the very sanguine imagine for a moment that they will be able to do so.

At the Manchester Assizes this week, Charles Thomas Taylor, solicitor, of Preston, pleaded guilty to misappropriating trust money under the will of Edward Howarth, Preston, involving a loss to the widow and son of £12,000. The judge said the case was a very bad one, and he characterised Taylor's action as a cruel robbery of money. It was melancholy that solicitors should so use the trust imposed in them, often in a gigantic degree. Taylor would be sent to seven years' penal servitude.

At the Norfolk Assizes, on Wednesday, a question arose as to whether certain jurymen could be allowed to leave the court. Mr. Justice Channell said an incident of this kind generally ended in members of a jury refusing to come to an agreement, and then they had all to remain. A juror asked whether the jury could toss for their right to leave? Mr. Justice Channell said he did not think there would be any illegality about it. Ultimately, however, the matter was amicably arranged without any recourse to tossing.

At the Manchester County police-court, on Wednesday, Mr. J. M. Yates, K.C., stipendiary magistrate, in inflicting fines on a number of persons charged with committing damage to highways whilst in search of hidden treasure, said that, in his judgment, under the Highways Acts any person damaging the road surface was liable to a penalty, and by Jarvis's Act every person aiding, abetting, counselling, or procuring the commission of the offence by others was liable to summary conviction. He should have no hesitation in convicting newspaper proprietors.

In a case between landlord and tenant, at the Anglesey Assizes this week, says the *St. James's Gazette*, Mr. Marshall, K.C., in cross-examining the defendant, asked if it was not true that the plaintiff had said certain things. Mr. Justice Phillimore was about to intervene, but the defendant promptly denied the accuracy of Mr. Marshall's suggestion. The judge said: "You ought to know, Mr. Marshall, that Welsh witnesses deny everything said by the other side. A learned friend of mine says they deny everything the others say, even when it is favourable to them. I knew he would deny what you asked him, because you suggested that the other side had said it. It is very unfortunate, but it is one of their characteristics."

The Committee on Workmen's Compensation which is sitting at the Home Office has, says the *St. James's Gazette*, already heard the evidence of a number of witnesses. During the last two days Mr. R. Bell, M.P., Amalgamated Society of Railway Servants; Mr. W. C. Steadman, L.C.C., barge builder; Mr. I. Jones, Amalgamated Society of Engineers; Mr. A. Harris, Labour Protection League; and Mr. E. C. Gibbs, Amalgamated Society of House Decorators and Painters, have given the Committee their views on the subject. Mr. A. H. Rugg, K.C., who was again called, dealt at length with the working of the provisions of the Workmen's Compensation Act of 1897 with reference to sub-contracting, the amount and assessment of compensation and medical referees. He made various suggestions on the question of extending the Act to industries at present wholly or in part excluded.

Mr. Justice Bucknill was prevented by illness from presiding on Thursday in last week at a lecture to the Solicitors' Managing Clerks' Association, and Mr. F. Lowe, K.C., occupied the chair in his place. Mr. George Elliott delivered an address on "Fraud—Civil and Criminal," in the course of which he narrated several cases of fraud which occurred in the early part of the last century, and said the gigantic speculations of that period produced some of the greatest crimes in the financial world which it had been the lot of any century to witness. A vote of thanks was accorded to the lecturer. Mr. F. Lowe said that the society was deserving of the greatest encouragement because it enabled its members to meet and discuss questions which interested them, and to acquire a great amount of good sound learning which would help them in their everyday work.

At the Birmingham County Court, on the 21st inst., says the *Times*, an application was made on behalf of John Henry Milward for his discharge in bankruptcy. The bankrupt was formerly junior partner in the firm of Milward & Son, solicitors, who failed in 1902 with heavy liabilities. The Official Receiver reported that John Henry Millward had discharged the liabilities on his separate estate. Mr. C. F. Vachell, in submitting the application, urged that the bankrupt was only a salaried partner with his father, and by the terms of the partnership he was precluded from making any inquiries into the state of the business and from seeing the books and balance-sheet. The debts of the firm were contracted by his father, and not by himself. Counsel put in an affidavit made by the bankrupt in Johannesburg, in which he said that, failing to obtain professional employment of any kind in England, he had gone to South Africa, where he had been given a temporary post in the Office of Mining Rights at a salary of £275 per annum. He was informed, however, that by the rules of the service he could not be engaged permanently unless he obtained his discharge in bankruptcy. Mr. Vachell said that, through no fault of his own, the applicant had been deprived of the right of citizenship. It was inconceivable that a son entering into partnership with his father, a man whose reputation in the profession was wide, should suspect his parent of doing something dishonourable and thereby bringing the family to ruin. Judge Whitehorne, K.C., said the law tied his hands. County court judges had no longer the unlimited discretion in granting discharges which they formerly had. He would grant the discharge conditionally on £50 being paid for the benefit of the estate within seven days. Referring to the applicant's statement of his position, his honour said the affidavit did him the greatest possible credit, and he sincerely hoped his future career would be free from trouble.

In an application in a case of *Crabb and Others* v. *Lee and Another*, before a Divisional Court of the King's Bench Division on Monday last, it appeared that a rule *nisi* had been granted in the vacation by Mr. Justice Bucknill, at the instance of the defendants in the action, and made returnable to the Divisional Court, calling upon the plaintiffs to shew cause why a writ of *certiorari* or prohibition should not issue, directed to his Honour Judge Emden, of the County Court of Lambeth, for the purpose of removing the proceedings in the action into the High Court or to prohibit further

proceedings therein in the county court. In delivering judgment the Lord Chief Justice said that he thought it was clear that at an early stage of the plaintiffs' case the judge seemed to have interposed in a way which would not have conduced to an impartial hearing of the case. The judge seemed to have made an observation as to the presence of the jury and as to dealing with the case himself which would not conduce to the fair hearing of the case, and was an observation which ought not to be made in the circumstances. The statement as to the bullying of witnesses by counsel, which it was not contradicted had been made, was, of course, an observation which, in the absence of something much more grave that had been suggested on the part of Mr. Joseph (the counsel for the defendants) ought certainly never to have been made. Then, again, whatever might have led to the discussion as to whether the evidence given by the female plaintiff in the absence of the defendant was admissible, it was a point which Mr. Joseph was not only entitled to take, but bound to take, in the interest of his clients, if the witness was putting something upon him which was not evidence; and Mr. Hall's suggestion that he thought there was a mistake on the part of the learned judge, because he thought that some one on behalf of the defendants was present at the conversation, would shew that Mr. Joseph was quite within his rights in calling the attention of the judge to the fact; and if the latter insisted on the evidence being given it would tend to shew that in that matter he was not conducting the case in the way in which a judicial mind ought to have regarded a serious objection taken before him. In concluding his judgment the Lord Chief Justice said it was perfectly obvious that there had been no satisfactory trial, because no judgment had been given. They could not accede to the plaintiffs' suggestion that the trial should be in the same county court. He had already indicated that the conduct of the judge was in several respects not of a judicial character, and it would be unfair to the defendants, taking the view they did, to negative that view by ordering the trial to go back there. It was plain they must send the case for a new trial. They had, directly or indirectly, the power to send it for trial to another county court, but it would be better for it to be tried in the High Court.

The annual general meeting of the National Provincial Bank of England (Limited) was held on Thursday, at the head office, 112, Bishopsgate-street. Mr. Robert Wigram, who presided, said the last year had entailed a heavy strain on banking institutions, and the depreciation on Government and gilt-edged securities could only be dealt with satisfactorily by well-founded and carefully-managed institutions. Turning to the balance-sheet, the item of English Government securities stood at £8,751,000; the Consols had been written down to 85, and the other investments stood at or below the prices ruling at the closing of the accounts. A great many of the investments were acquired when the average prices were even less than at present. The profit for the year, after making provision for bad and doubtful debts, &c., and including the sum brought forward, amounted to £720,358, which had been appropriated as follows: An *interim* dividend of 9 per cent. paid in August last; a further dividend of 9 per cent. making 18 per cent. for the year, free of income tax; transferred to the Knaresborough and Claro Bank (Limited) purchase account, £15,000; applied towards writing down investments, £82,069; and carried forward, £83,288. As shewing how the bank had grown, he might say that the profits of ten years ago were £504,736 as against £624,041 this year, while the deposits had grown in the same period from £41,826,804 to £50,360,390. The chairman also bore testimony to the continued efforts of the general managers and the staff of the bank. The report was unanimously adopted.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Feb. 1	Mr. King	Mr. Greswell	Mr. Farmer	Mr. Carrington
Tuesday 2	Farmer	Church	King	Beal
Wednesday 3	W. Leach	Greswell	Farmer	Carrington
Thursday 4	Theed	Church	King	Beal
Friday 5	Church	Greswell	Farmer	Carrington
Saturday 6	Greswell	Church	King	Beal

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 1	Mr. Theed	Mr. Jackson	Mr. Godfrey	Mr. R. Leach
Tuesday 2	W. Leach	Pemberton	R. Leach	Godfrey
Wednesday 3	Theed	Jackson	Godfrey	Pemberton
Thursday 4	W. Leach	Pemberton	R. Leach	Jackson
Friday 5	Theed	Jackson	Godfrey	Beal
Saturday 6	W. Leach	Pemberton	R. Leach	Carrington

The Property Mart.

Sales of the Ensuing Week.

Feb. 3.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2, in One or Two Lots:—Teddington: Freehold House and Building Land. Solicitors, Messrs. Moodie & Son, and Messrs. Marsh, Sherwood, & Hart, London.—Southampton: Freehold Bank Premises, let at £108 per annum, for Sale with early possession if desired; three doors from the General Post Office. Solicitor, Richard Fitz-Payne, Esq., London.
(See advertisements, this week, back page.)

Feb. 4.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To One-eighth of One-fourteenth of £132,000 2½ per cent. Annuities; lady aged 80. Solicitors, Messrs. Pearce-Jones & Co., London.

To £2,000; lady aged 50. Solicitors, Messrs. Pearce-Jones & Co., London.

To a sum of £1,400, payable out of a fund of ample value; gentleman aged and a lady aged 66. Solicitors, Messrs. Pearce-Jones & Co., London.

To £3,498 Consols; lady aged 61. Solicitors, Messrs. P. Collings & Co., London.

To One-half of Freehold Property at Brentford; lady aged 67. Solicitors, Messrs. G. H. Barber & Son, London.

To One-third of a Trust Fund, invested in Railway and Colonial Stocks, value £4,631; lady aged 53. Solicitors, Messrs. W. F. Ward & Son, London.

POLICIES for £1,000, £1,000, £1,000, £1,000. Solicitors, Messrs. Cockburn & Rogers, Hove; and Messrs. Beachcroft, Thomson, Hay, & Ledward, London.

SHARES:

250 Fully-paid £1 Shares in the Mount Roudny Gold Mines (Limited).

£1,000 Six per Cent. Debenture Bonds in the Lands Development Syndicate.

25,000 Fully-paid £1 Shares in the Scotia Development Co. (Limited). Solicitors, Messrs. Sugden & Harford, London.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—Friday, Jan. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Anglo-Egyptian Automatic Trading Co, Limited—Petn for winding up, presented Jan 18, directed to be heard Feb 2. Bisgood & Marshall, Moorgate st bldgs, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

Colonial Trading Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Maurice Jenks, 6, Old Jewry

Electric Tramways Construction and Maintenance Co, Limited—Petn for winding up, presented Jan 21, directed to be heard Feb 2. Warner, Ettingham House, Arundel st, Strand, for Johnstone & Williams, Nottingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

Everton Timber Co, Limited (in Liquidation)—Creditors are required, on or before Feb 22, to send in their names and addresses, and the particulars of their debts or claims, to Harold Sadler, 7, Victoria st, Liverpool

Excelsior Stone Co, Limited (in Liquidation)—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Hermann Moller, 10, George st, Kettering. Criddle & Criddle, Newcastle upon Tyne, solors for liquidator

Isbister & Co, Limited—Petn for winding up, presented Jan 20, directed to heard Feb 2. Morten & Co, Newgate st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

"Land and Water" (1902), Limited (in Voluntary Liquidation)—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Robert Inchbold, 550, Mansion House chmbrs

Liverpool and Maranham Steamship Co, Limited—Creditors are required, on or before March 4, to send their names and addresses, and particulars of their debts or claims, to Austin Taylor, Old Castle bldgs, Preesons row, Liverpool

Northern Counties Educational Trading and School Furnishing Co, Limited—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Hartley French, jun, 41, Fawcett st, Sunderland. Bryers, solor for liquidator

Steel Balls, Limited—Petn for winding up, directed to be heard Jan 19, was adjourned, and will be heard Feb 2, before Byrne, J. Pepper & Co, Clement's inn, for Pepper & Co, Birmingham, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

London Gazette.—Tuesday, Jan. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Flameless Gas Light Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Bailey, 52, Bedford row. Bennett & Chance, Colman st, solors for liquidator

Liverpool and Maranham Steamship Co, Limited—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Austin Taylor, Old Castle bldgs, Preeson's row, Liverpool

Sheldon & Elton, Limited—Petn for winding up, presented Jan 14, directed to be heard at the Court House, Corporation st, Birmingham, on Feb 10. Brown & Co, Waterloo st, Birmingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

South-Western Electrical Co, Limited—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Seymour Salaman, 2, Oxford ct, Cannon st. Terrell & Varley, Copthall av, solors for liquidator

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Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—Friday, Jan. 22.

Dyke, William Went, Burne st, Edgware rd Feb 17 Home and Colonial Stores v Dyke, Kekewich, J Bake, Portman st, Portman sq

Wilson, William, North Walsham, Norfolk, Builder March 1 Wilson v Wilson, Byrne and Buckley, JJ Empson, North Walsham

London Gazette.—Tuesday, Jan. 26.

Barrett, James, Bold st, Southport Feb 28 Robinson v Robinson, Registrar, Manchester Woodcock, jun, Broad st, Bury

Bennett, Charles Henry, Eliot st, Plymouth, Solicitor Feb 26 Ward v Benett, Buckley, J Bond, Princess sq, Plymouth

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 22.

RECEIVING ORDERS.

APPS, STEPHEN JAMES, Croydon, Carman Croydon Pet Jan 18 Ord Jan 18

BALDOCK, WALTER, Sibsey, Lincs, Blacksmith Boston Pet Jan 19 Ord Jan 19

BAXTER, DOWLING, Horwich, Tailor Bolton Pet Jan 3 Ord Jan 19

BISHOP, HORACE, Cheltenham, Greengrocer Cheltenham Pet Jan 16 Ord Jan 16

BISHOP, JAMES, Caister on Sea, Norfolk, Jeweller Gt Yarmouth Pet Jan 19 Ord Jan 19

BISHOP, ROBERT, Windsor Windsor Pet Dec 17 Ord Jan 16

BOYES, JOHN, Scarborough Scarborough Pet Jan 20 Ord Jan 20

BRUCE, MARTIN & Co, Moss Side, nr Manchester, Merchants Salford Pet Dec 30 Ord Jan 19

BRYANT, ROBERT, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Jan 19 Ord Jan 19

CALLAWAY, CHARLES, Derby, Tobacconist Derby Pet Jan 19 Ord Jan 19

CAME, CHARLES HENRY, Dartmouth, Baker Plymouth Pet Jan 20 Ord Jan 20

CARTER, ROBERT, Shepherd's Bush rd, Draper High Court Pet Jan 20 Ord Jan 20

CHADWICK, WILLIAM, Padiham, Lancs, Grocer Burnley Pet Jan 8 Ord Jan 18

DAVIS, JOHN, Liverpool, Barman Liverpool Pet Jan 18 Ord Jan 18

DAVIES, JOHN, Walsall, Covered Buckle Manufacturer Walsall Pet Jan 16 Ord Jan 16

DERBYSHIRE, ALFRED WILLIAM, Crewe, Licensed Victualler Crewe Pet Jan 18 Ord Jan 18

DONAGHUE, JAMES, Llantrissant, Glam, Hawker Swansea Pet Jan 19 Ord Jan 19

GREENBERRY, EDWARD, jun, Newark upon Trent, Notts, Cattle Dealer Nottingham Pet Jan 20 Ord Jan 20

HALL, ROBERT, Abergavenny, Labourer Tredegar Pet Jan 18 Ord Jan 18

HARRIS, HENRY, Porthyrhyd, Llanarthey, Carmarthen, Tailor Carmarthen Pet Jan 19 Ord Jan 19

HARTLEY, GEORGE, and CHARLES ROBERT HARTLEY, Manchester, Cotton Merchants Manchester Pet Jan 20 Ord Jan 20

HOLDER, JAMES, Swallowfield, Berks, Farmer Reading Pet Jan 18 Ord Jan 18

HOOSON, JOHN, Brighouse, Coal Dealer Halifax Pet Jan 18 Ord Jan 18

JACKSON, JOHN, Leeds, Plumber Leeds Pet Jan 18 Ord Jan 18

LAWRENCE, ELIJAH STEPHEN, Withycombe, Exmouth, Tailor Bath Pet Dec 7 Ord Jan 18

MARSHALL, HORATIO, Sunderland, Cabinet Maker Sunderland Pet Dec 23 Ord Jan 19

MAVITY, FREDERICK JAMES, Goldhawk rd, Shepherd's Bush, Fancy Draper High Court Pet Jan 5 Ord Jan 20

MCGRATH, ROBERT NASH, Birmingham, Insurance Agent Birmingham Pet Jan 20 Ord Jan 20

MENZIES, FREDERICK, Birmingham, Tailor Birmingham Pet Jan 2 Ord Jan 18

MEREDITH, EBENEZER, Swansea, Coal Merchant Swansea Pet Jan 7 Ord Jan 18

MITCHELL, ROBERT, Aspatria, Cumberland, Roadman Cockermouth Pet Jan 19 Ord Jan 19

MORSHEAD, WALTER, Albany, Piccadilly, Barrister at Law High Court Pet Nov 13 Ord Jan 20

NORRIS, CHARLES, Sheffield, Tailor's Manager Sheffield Pet Jan 20 Ord Jan 20

PALLISTER, JOHN NAPIER, Leicester, Tailor Leicester Pet Jan 18 Ord Jan 18

PARISH, JAMES, Sturmer, Essex, Machinist Cambridge Pet Jan 19 Ord Jan 19

PEARSON, FANNY ELIZABETH, Rotherham, Yorks, Builder Sheffield Pet Jan 4 Ord Jan 18

PRESTON, THOMAS, Airton, Bell Busk, Yorks, Greengrocer Bradford Pet Jan 19 Ord Jan 19

PRIOR, GEORGE COSENS, Portsmouth, Solicitor Portsmouth Pet Jan 19 Ord Jan 19

REDHEAD, CLAYTON ADLINGTON, Bootle, Lancs, Timber Merchant Liverpool Pet Jan 18 Ord Jan 18

REED, JOHN, Carlisle, Butcher Carlisle Pet Jan 13 Ord Jan 18

RIDGEWAY, WILLIAM HENRY, Exeter, Baker Exeter Pet Jan 19 Ord Jan 19

ROBERTS, HERBERT, Sheffield, Commission Agent Sheffield Pet Jan 19 Ord Jan 19

SOMERS, REUBEN, Shepherd's Bush, Tailor High Court Pet Dec 23 Ord Jan 18

STONE, JAMES ERNEST, Banham, Norfolk, Farmer Norwich Pet Jan 19 Ord Jan 19

WHERLY, SILVESTER STEVENSON, Newcastle on Tyne, Architect Newcastle on Tyne Pet Jan 5 Ord Jan 18

WIGRAM, FRANK, Jermyn st High Court Pet Dec 22 Ord Jan 18

WOOLNER, HENRY, Northumberland Park, Tottenham, Cabinet Maker Edmonton Pet Jan 16 Ord Jan 16

FIRST MEETINGS.

BAXTER, DOWLING, Horwich, Tailor Feb 2 at 3 19, Exchange st, Bolton

BRANTON, HUGH, Scarborough, Fruiterer Feb 1 at 4 15 74, Newborough, Scarborough

CAINEY, ELI, jun, Calne, Wilts, Fruiterer Feb 1 at 11 Off Rec, 38, Regent circus, Swindon

CALLAWAY, CHARLES, Derby, Tobacconist Jan 30 at 11.30 Off Rec, 47, Full st, Derby

CARTER, ROBERT, Shepherd's Bush rd, Draper Feb 2 at 12 Bankruptcy bldgs, Carey st

COOD, JOHN ARTHUR, Harringay pk Feb 1 at 12 14, Bedford row

HONOUR, LEVI, Thatcham, Berks, Farmer Jan 30 at 12 1, St Aldate's, Oxford

HOOSON, JOHN, Brighouse, Coal Dealer Feb 3 at 3 Off Rec, Townhall chmbrs, Halifax

JACKSON, JOHN, Leeds, Plumber Feb 1 at 11.30 Off Rec, 22, Park row, Leeds

LANGSTAFFE, ARTHUR, Leeds Feb 1 at 11 Off Rec, 22, Park row, Leeds

LOVELOCK, M, Fitzroy rd, Regent's pk, Builder Feb 2 at 11 Bankruptcy bldgs, Carey st

MERCIER, ST VINCENT, Whiteman rd, Hornsey Feb 3 at 12 Bankruptcy bldgs, Carey st

POTTER, JAMES, Crsft, nr Warrington, Farmer Feb 1 at 2.30 Off Rec, Byrom st, Manchester

PRESTON, THOMAS, Airton, Bell Busk, Yorks, Greengrocer Feb 2 at 3 Off Rec, 29, Tyrrel st, Bradford

PRIOR, GEORGE COSENS, Portsmouth, Solicitor Feb 2 at 3 George Hotel, High st, Portsmouth

REDDING, HENRY, Colwyn Bay, Denbigh, Lodging House Keeper Feb 3 at 12.15 Magistrate's Room, Bangor

RIDGEWAY, WILLIAM HENRY, Exeter, Baker Feb 11 at 10.30 Off Rec, 9, Bedford circus, Exeter

ROWLEY, ALFRED, Wolverhampton, Butcher's Manager Feb 2 at 11 Off Rec, Wolverhampton

SMITH, WILLIAM, and WILLIAM ALFRED SMITH, Wolverhampton, Builders Feb 2 at 12 Off Rec, Wolverhampton

SOUTHERD, HENRY, Burton on Trent Jan 30 at 11 Off Rec, 47, Full st, Derby

STONEHOUSE, HARRY, Wilmington, Kingston upon Hull Jan 30 at 11 Off Rec, Trinity House ln, Hull

TURVEY, JOSEPH HENRY, Wolverhampton, Butcher Feb 2 at 11.30 Off Rec, Wolverhampton

WALTERS, WILLIAM ALFRED, Canton, Cardiff Jan 30 at 11.30 117, St Mary st, Cardiff

WHITE, GEORGE, Bedford, Stonemason Jan 30 at 11.30 Off Rec, Bridge st, Northampton

WOOLNER, HENRY, Northumberland park, Tottenham, Cabinet Maker Jan 30 at 11.30 Off Rec, 14, Bedford row

ADJUDICATIONS.

ABRAHAMS, MORRIS, Manor Park, Essex, Builder High Court Pet Dec 9 Ord Jan 16

BALDOCK, WALTER, Hilldyke, Sibsey, Lincs, Blacksmith Boston Pet Jan 19 Ord Jan 19

BISHOP, HORACE, Cheltenham, Greengrocer Cheltenham Pet Jan 16 Ord Jan 16

BISHOP, JAMES, Caister on Sea, Norfolk, Jeweller Gt Yarmouth Pet Jan 19 Ord Jan 19

BOYES, JOHN, Scarborough Scarborough Pet Jan 20 Ord Jan 20

BRYANT, ROBERT, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Jan 19 Ord Jan 19

CALLAWAY, CHARLES, Derby, Tobacconist Derby Pet Jan 19 Ord Jan 19

CAME, CHARLES HENRY, Dartmouth, Baker Plymouth Pet Jan 20 Ord Jan 20

CARTER, ROBERT, Shepherd's Bush rd, Draper High Court Pet Jan 20 Ord Jan 20

DAVIE, JOHN, Liverpool, Barman Liverpool Pet Jan 18 Ord Jan 18

DAVIES, JOHN, Walsall, Staffs, Covered Buckle Manufacturer Walsall Pet Jan 16 Ord Jan 16

DONAGHUE, JAMES, Llantrissant, Glam, Hawker Swansea Pet Jan 19 Ord Jan 19

EDEN, WILLIAM, Thatcham, Berks, Grocer Newbury Pet Jan 11 Ord Jan 18

FRIEND, JAMES, Croydon, Traction Engine Proprietor Croydon Pet Nov 28 Ord Jan 16

GREENBERRY, EDWARD, jun, Newark upon Trent, Notts, Cattle Dealer Nottingham Pet Jan 20 Ord Jan 20

GULLICK, FRANK, Bristol, Haulier Bristol Pet Jan 7 Ord Jan 20

HALL, ROBERT, Abergavenny, Labourer Tredegar Pet Jan 18 Ord Jan 18

HANKINS, SAMUEL WILLIAM, and ALFRED THOMAS HANKINS, New Clifton, Bristol, Builders Bristol Pet Jan 2 and 4 Ord Jan 18

HARRIS, HENRY, Porthyrhyd, Llanarthney, Carmarthen, Tailor Carmarthen Pet Jan 19 Ord Jan 19

HARTLEY, GEORGE, and CHARLES ROBERT HARTLEY, Manchester, Cotton Merchants Manchester Pet Jan 20 Ord Jan 20

HOLDER, JAMES, Swallowfield, Berks, Farmer Reading Pet Jan 18 Ord Jan 18

HOOSON, JOHN, Brighouse, Coal Dealer Halifax Pet Jan 18 Ord Jan 18

JACKSON, JOHN, Leeds, Plumber Leeds Pet Jan 18 Ord Jan 18

JAKEWAYS, THOMAS, Nailsea, Somerset Bristol Pet Jan 14 Ord Jan 20

JONES, DAVID, Llanrwst, Denbigh, Solicitor Portmadoc Pet Dec 3 Ord Jan 19

MCGEOCH, ROBERT SEAYEARS, Catford, Manufacturer's Agent High Court Pet Jan 7 Ord Jan 18

MEREDITH, EBENEZER, Swansea, Coal Merchant Swansea Pet Jan 7 Ord Jan 19

MITCHELL, ROBERT, Aspatria, Cumberland, Roadman Cockermouth Pet Jan 19 Ord Jan 19

MOTION, GEORGE EGERTON WRIGHT, Fenchurch st, Solicitor High Court Pet April 9 Ord Jan 14

MURPHY, JOHN MICHAEL, Stamford Hill, Printer High Court Pet Jan 2 Ord Jan 18

NAPIER, EDWARD, Bickenhall mans, Baker st High Court Pet March 18 Ord Jan 16

NORRIS, CHARLES, Sheffield, Tailor's Manager Sheffield Pet Jan 20 Ord Jan 20

PALLISTER, JOHN NAPIER, Leicester, Tailor Leicester Pet Jan 18 Ord Jan 18

PARISH, JAMES, Sturmer, Essex, Machinist Cambridge Pet Jan 19 Ord Jan 19

PRESTON, THOMAS, Airton, Bell Busk, Yorks, Greengrocer Bradford Pet Jan 19 Ord Jan 19

REDHEAD, CLAYTON ADLINGTON, Bootle, Lancs, Timber Merchant Liverpool Pet Jan 18 Ord Jan 18

REED, JOHN, Carlisle, Butcher Carlisle Pet Jan 13 Ord Jan 19

RIDGEWAY, WILLIAM HENRY, Exeter, Baker Exeter Pet Jan 19 Ord Jan 19

ROBERTS, HERBERT, Sheffield, Commission Agent Sheffield Pet Jan 19 Ord Jan 19
ROBERTS, LAWRANCE GILDERDALE, New Milton, Hants, Southampton Pet Nov 27 Ord Jan 18
STEEL, MATTHEW, South Woodford Essex, Draper High Court Pet Nov 24 Ord Jan 14
STONE, JAMES ERNEST, Banham, Norfolk, Farmer Norwich Pet Jan 19 Ord Jan 19
TENISWOOD, CHARLES GEORGE HENRY, Notting Hill, Barrister at Law High Court Pet Nov 5 Ord Jan 18
WOOLNER, HENRY, Northumberland Park, Tottenham, Cabinet Maker Edmonton Pet Jan 16 Ord Jan 19

ADJUDICATION ANNULLED.

ARCHER, FREDERICK WILLIAM, Hunstanton, Norfolk, Carpenter's Improver King's Lynn Adjud July 13, 1903 Annul Jan 14, 1904

London Gazette.—TUESDAY, Jan. 26.

RECEIVING ORDERS.

BARRLAY, FREDERICK WILLIAM, North Finchley, Mantle Manufacturer High Court Pet Jan 21 Ord Jan 21
BEDFORD, JOHN EDGAR LEES, Halifax, Tobacconist Halifax Pet Jan 19 Ord Jan 16
BERNSTEIN, YOUDEL, Salford, J weller's Traveller Salford Pet Jan 22 Ord Jan 22
BIRD, WILLIAM, Little Bowden, Northampton, Baker Leicester Pet Jan 23 Ord Jan 23
CLARK, GEORGE, Newhall, Derby, Coal Dealer Leicester Pet Jan 22 Ord Jan 22
CROSS, GEORGE HENRY, Gray's inn rd, Draper High Court Pet Jan 22 Ord Jan 22
DAWES, GEORGE, Newport, Salop, Licensed Victualler Stafford Pet Jan 22 Ord Jan 22
DAY, FREEMAN PICKHARD, Nottingham, Landscape Gardener Nottingham Pet Jan 22 Ord Jan 22
EVANS, TOM, Oldham, Pawnbroker Oldham Pet Jan 21 Ord Jan 11
FEATHERSTONE, GEORGE, Darrington, Yorks, Farmer Wakefield Pet Jan 21 Ord Jan 21
FOXWELL, RICHARD ADOLPHUS Ystradowen, Glam, Wheelwright Cardiff Pet Jan 22 Ord Jan 22
FREW, ANDREW, Mardy, Glam, Collier Pontypridd Pet Jan 20 Ord Jan 20
FROST, HARRY, Leighton Buzzard, Draper Luton Pet Jan 22 Ord Jan 22
GARDNER BROTHERS & Co, Burton on Trent, Electrical Engineers Burton on Trent Pet Jan 4 Ord Jan 21
GOLDSTONE, ABRAHAM, Edgbaston, Birmingham Tailor Birmingham Pet Jan 7 Ord Jan 21
GROSER, BERNARD, jun, Hare ct, Aldersgate st, Furrier High Court Pet Jan 22 Pet Jan 22
GWALCHMAI, DAVID, Glascoed Mill, Meifod, Montgomery, Miller Newtown Pet Jan 14 Ord Jan 23
HAWTREY, JOHN, Edith rd, West Kensington, Journalist High Court Pet Dec 4 Ord Jan 22
HESLOP, MARMADUKE, Bradford, Hay Merchant Bradford Pet Jan 5 Ord Jan 21
HOOD, ALFRED, sen, Nechells, Birmingham, Brewer Birmingham Pet Jan 21 Ord Jan 21
HOPSON, ALFRED, Litcham, Norfolk, Farmer Norwich Pet Jan 23 Ord Jan 23
HUNT, TOM, Peterborough, Baker Peterborough Pet Jan 22 Ord Jan 22
LEE, HERBERT, Eckington, Derby, Confectioner Chesterfield Pet Jan 23 Ord Jan 23
LONG, WILLIAM EDWARD HENRY, Worcester, Mineral Water Manufacturer Worcester Pet Jan 22 Ord Jan 22
MATTHIAS, RICHARD, and FREDERICK GEORGE MELVILLE, Bristol, Printers Bristol Pet Jan 21 Ord Jan 22
MELHUISH, W, & Co, Shoe ln, Builders High Court Pet Dec 17 Ord Jan 16
MELLOR, HERBERT WILLIAMS, Buckingham st, Strand, Surveyor High Court Pet Jan 22 Ord Jan 22
MORRISON, FRANCIS PLUMPTON, Queen's rd, Bayswater, Schoolmaster High Court Pet Jan 12 Ord Jan 22
PARMENTER, SILAS, Brentwood, Builder Chelmsford Pet Jan 20 Ord Jan 20
PARNELL, KATHARINE, Bournemouth Poole Pet Jan 23 Ord Jan 23
PARRY, JOHN WILLIAM, Bedwas, Mon, Innkeeper Newport, Mon Pet Jan 18 Ord Jan 18
POTTINGER, EDWIN JAMES, jun, Stoke Newington, Stationers' Manager High Court Pet Jan 22 Ord Jan 22
ROGERS & Co, Fulham rd, Builders High Court Pet Dec 31 Ord Jan 21
SCOTT, JOSEPH, York, Builder York Pet Jan 21 Ord Jan 21
SEALES, HESTER, Cromer, Lodging house Keeper Norwich Pet Jan 22 Ord Jan 22
SIMON, CH, Gresham st, Merchant High Court Pet Dec 1 Ord Jan 21
STONE, JACOB, Higher Broughton, nr Manchester, Rainproof Garment Manufacturer Manchester Pet Jan 11 Ord Jan 22
THOMAS, WILLIAM RAWLINS, Mumbles, Oystermouth, Glam, Builder Swansea Pet Jan 23 Ord Jan 23
THOMPSON, HENRY LANGDALE, Harrogate, Stationer York Pet Jan 21 Ord Jan 21
TWITE, EDWARD, Rugby, Leather Merchant Coventry Pet Jan 19 Ord Jan 19
VASSIE, ALFRED, Romford rd, Manor Park, Cycle Dealer High Court Pet Dec 21 Ord Jan 21
WARD, WALTER HUGH, Aberystwyth, Cardigan, Baker Aberystwyth Pet Jan 13 Ord Jan 23
WEBB, EDWARD, Liverpool, Wood Turner Liverpool Pet Jan 16 Ord Jan 22
WHITAKER, WILLIAM, Leeds, Butcher's Assistant Leeds Pet Jan 21 Ord Jan 21
YOUNG, WILLIAM, Bedford, Baker Bedford Pet Jan 23 Ord Jan 23
YOUNG, WILLIAM, Cheetham, Manchester, Tobacconist Manchester Pet Jan 11 Ord Jan 21

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